

## **Solicitation RFP No. 2022-013**

### **Emergency Debris Removal Monitoring**

**Bid Designation: Public**



**City of Delray Beach**

## Bid RFP No. 2022-013 Emergency Debris Removal Monitoring

Bid Number **RFP No. 2022-013**  
 Bid Title **Emergency Debris Removal Monitoring**

Bid Start Date **Feb 9, 2022 3:47:16 PM EST**  
 Bid End Date **Mar 2, 2022 2:00:00 PM EST**  
 Question & Answer End Date **Feb 23, 2022 5:00:00 PM EST**

Bid Contact **Chris Snyder**  
**Purchasing Agent**  
**561-243-7179**  
**snyderc@mydelraybeach.com**

Contract Duration **3 years**  
 Contract Renewal **2 annual renewals**  
 Prices Good for **90 days**

**Bid Comments** **The City of Delray Beach (City) is seeking Proposals from qualified firms for Emergency Debris Removal Monitoring in accordance with the terms, conditions, and specifications contained in this Request for Proposals.**

**Request for Proposals documents are available beginning February 9, 2022 on the Purchasing Department webpage of the City of Delray Beach website at [http://www.mydelraybeach.com/business/purchasing\\_department.php](http://www.mydelraybeach.com/business/purchasing_department.php) or by contacting the City Purchasing Department at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com) or by phone at 561-243-7161. Bids will be accepted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Deadline for Submission as indicated in this RFP.**

**The Due Date and Time for submission of Bids is March 1, 2022, at 2:00 p.m. local time. Late Bids will not be accepted. The City will only accept electronic bids for this RFP.**

**The City will not hold a Pre-Proposal Conference.**

**It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package.**

**The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax. The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.**

### Item Response Form

Item **RFP No. 2022-013--01-01 - Project Manager**  
 Quantity **540 hour**  
 Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty** 540

**Description**

This position will serve as the Contractors' manager on the project. This position will direct the activities of contractor staff. Will work directly with the City's representative on the project. The Project Manager will be involved in pre-event planning and meetings as to become familiar with the City and its' operation.

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Item **RFP No. 2022-013--01-02 - Lead Monitors**

Quantity **1650 hour**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty** 1650

**Description**

Assist in setting-up and manning the TDSRS. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.

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Item **RFP No. 2022-013--01-03 - Site Monitors**

Quantity **1500 hour**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty** 1500

**Description**

Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be offloaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.

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Item **RFP No. 2022-013--01-04 - Field Monitors**

Quantity **2100 hour**

Unit Price

Delivery Location **City of Delray Beach**  
No Location Specified

**Qty** 2100

**Description**

Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for

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Item	<b>RFP No. 2022-013--01-05 - Data Manager</b>
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Quantity	<b>540 hour</b>
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Unit Price	<input type="text"/>
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Delivery Location	<b>City of Delray Beach</b>
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No Location Specified

**Qty** 540

**Description**

Manager to collect data from Monitoring operations. Works under the supervision of the Project Manager and is employed by the Consultant.

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Emergency Debris Removal Monitoring



The City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING DEPARTMENT

## REQUEST FOR PROPOSALS

RFP NO.: 2022-013

### EMERGENCY DEBRIS REMOVAL MONITORING

**DUE DATE AND TIME: March 2, 2022, 2:00 P.M., (LOCAL TIME)**

#### INSTRUCTIONS

Proposals must be received on or before the due date and time (local time). Proposals shall be submitted electronically only, in accordance with the instructions below. All Proposals will be publicly opened at City Hall, unless otherwise specified.

The City will only accept electronic submittals for this Request for Proposals (RFP). RFP's will be accepted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Due Date and Time indicated in this RFP. BidSync does not accept electronic Bids after the Due Date and Time. It is the sole responsibility of the Bidder to ensure its electronic RFP submission is complete prior to the solicitation Due Date and Time. Electronic submission of bids will require the uploading of forms and/or attachments as designated in this RFP. Electronic submission must include a signed original of the Solicitation Summary form. The submission of forms and attachments containing embedded documents or proprietary file extensions is prohibited.

If the Solicitation Summary form is not included, the City may deem the Bid non-responsive. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

#### BROADCAST

The City of Delray Beach utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: (a) BidSync – [www.bidsync.com](http://www.bidsync.com); (b) Purchasing webpage on the City of Delray Beach [website](#); (c) Request via email [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com);

Proposers who obtain solicitations from sources other than those named above are cautioned that the Request for Proposals package may be incomplete. The City will not evaluate incomplete Proposal packages. BidSync is an independent entity and is not an agent or representative of the City.

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**CONTACT**

Any questions regarding the specifications and solicitation process must be submitted in writing to the Purchasing Department at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com). Requests for clarification and additional information must be received by the Deadline for Submission of Questions on February 23, 2022 by 3:00 P.M., ET

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Emergency Debris Removal Monitoring



The City of Delray Beach  
100 NW 1st Avenue

Delray Beach, FL 33444  
**LEGAL ADVERTISEMENT**

**REQUEST FOR PROPOSALS NO. 2022-013  
EMERGENCY DEBRIS REMOVAL MONITORING**

The City of Delray Beach is seeking Proposals from qualified firms for Emergency Debris Removal Monitoring, in accordance with the terms, conditions, and specifications in this Request for Proposals.

Request for Proposals documents are available beginning, February 9, 2022 on the Purchasing Department webpage of the City of Delray Beach website at [http://www.mydelraybeach.com/business/purchasing\\_department.php](http://www.mydelraybeach.com/business/purchasing_department.php) or by contacting the City Purchasing Department at [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com) or by phone at 561-243-7129.

Bids will be accepted through a secure mailbox at BidSync ([www.bidsync.com](http://www.bidsync.com)) until the Deadline for Submission as indicated in this RFP. The Due Date and Time for submission of Bids is March 2, 2022 at 2:00 p.m. local time. Late Bids will not be accepted. **The City will only accept electronic bids for this RFP.**

The City will not hold a Pre-Proposal Conference.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the solicitation package. Any questions regarding the completeness or substance of the solicitation package or scope of services must be submitted in writing via email to [purchasing@mydelraybeach.com](mailto:purchasing@mydelraybeach.com).

The City of Delray Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Delray Beach reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF DELRAY BEACH

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**SECTION 1**  
**GENERAL INFORMATION**

- 1.1 No Pre-Proposal Conference will be conducted.

END OF SECTION 1

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**SECTION 2  
PROJECT OVERVIEW**

- 2.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Emergency Debris Removal Monitoring Services.
- 2.2 All firms must be licensed to do business in the State of Florida and be in good standing with Palm Beach County and the City of Delray Beach and give the City of Delray Beach priority status.
- 2.3 The Federal Uniform Guidance Requirements are hereby incorporated as Exhibit A to this solicitation. These requirements are an acknowledgement that Federal Emergency Management Administration (FEMA) financial assistance will be used to fund the contract. The selected firm must comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the Client, Contractor, or any other party pertaining to any matter resulting from the contract. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- 2.4 The City intends to award a three-year contract with two additional one-year renewals.
- 2.5 The Method of Award for this solicitation will be to the Proposer with the highest ranking or scores, whom the City is able to negotiate an acceptable Agreement.
- 2.6 The anticipated schedule for this solicitation is as follows:

ITEM	EVENT	DATE/TIME
a.	Issue RFP	February 9, 2022
b.	Institute Cone of Silence	February 9, 2022
c.	Deadline for Delivery of Questions	February 23, 2022
d.	Due Date and Time (for delivery of Proposals)	March 2, 2022 2:00 p.m. ET
e.	Technical Evaluations	TBD
f.	Oral Presentations/Interviews (if conducted)	TBD
g.	Final Ranking	TBD

- 2.7 MEETING LOCATION: 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444

END OF SECTION 2

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### **SECTION 3**

#### **SPECIAL TERMS AND CONDITIONS**

#### **3.1 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms for Emergency Debris Removal Monitoring Services. Any Proposer wishing to submit a proposal must comply with the requirements contained in this solicitation.

The City expects each Proposer to clearly outline its best and most comprehensive resources in its response, because all services and responsibilities identified in this solicitation will be awarded to the selected Proposer.

#### **3.2 ELIGIBILITY**

To be eligible to respond to this Request for Proposals and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, to a municipality, quasi-governmental organization, or a private organization.

#### **3.3 RECORDS, ACCOUNTS, AND STATEMENTS**

The successful Proposer shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained at such standards to allow, a certified auditor the ability to properly examine the records in order to certify a statement of the successful Proposer's business with the City.

#### **3.4 GENERAL STANDARDS**

The successful Proposer shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The successful Proposer shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

#### **3.5 DEFAULT**

- a. In the event the successful Proposer defaults in the performance of the contract, the City shall have the following options:
  - i. The City Manager will give the successful Proposer thirty (30) days' written notice of default. If the problem is not resolved within the thirty (30) days, the City may immediately terminate the contract upon providing written notice of the Proposer's failure to timely cure the default and obtain the services elsewhere.
  - ii. The City may recover at law any and all claims that may be due to the City from the successful Proposer.
  - iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the successful Proposer for the full cost of labor

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and materials expended, plus thirty percent (30%) of the cost for administrative overhead.

- b. The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.
- c. The successful Proposer agrees that the City shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the City declares the successful Proposer in default hereunder.

### 3.6 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Delray Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Delray Beach.

The selected Proposer must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The selected Proposer shall provide insurance coverage as follows:

- a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**  
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.

- b. **COMPREHENSIVE GENERAL LIABILITY**  
Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000). Such certificate shall list the City as additional insured.  
NOTE: If Comprehensive General Liability limits are less than One Million Dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars (\$1,000,000.00).

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- c. **AUTOMOBILE LIABILITY**  
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.
- d. **PROFESSIONAL LIABILITY**  
Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

The selected Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Delray Beach as an additional insured.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of A- VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Successful Proposer agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Purchasing Department located at 100 N.W. 1<sup>st</sup> Ave., Delray Beach, FL 33444.

3.7 **PERFORMANCE BOND/LETTER OF CREDIT**  
Intentionally Omitted

3.8 **CERTIFICATIONS**

Any Proposer which submits an offer in response to this solicitation shall, at the time of such offer, hold all the required licenses, permits, and certifications issued by the applicable State or County agency qualifying the Bidder to perform the e services described in this solicitation.

The City may at its option, and in its best interest, allow the Proposer to supply any missing information on certification and licensing during the Bid Evaluation period.

3.9 **METHOD OF PAYMENT: MONTHLY INVOICES**

The selected Proposer shall submit an invoice to the City, each month, after the services has been performed and has been received and accepted by the City. The amount charged shall not be in excess of the rates and fees agreed to in the Agreement.

The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic

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payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Bidder.

### 3.10 FIXED PRICE WITH CONSUMER PRICE ADJUSTMENT

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm for the initial term of three (3) years during the performance of the Work, except for any change orders or variations, which must meet the prior approval and authorization of the City.

The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the sixty (60) day period prior to the expiration of the initial period and each renewal period, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

No fuel surcharges will be accepted.

### 3.11 OTHER FORMS OR DOCUMENTS

If the City is required by the selected Proposer to complete and execute any other forms or documents in relation to this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the selected Proposer's forms or documents.

### 3.12 MODIFICATION OF SERVICES

- a. The City reserves the right to delete or modify any portion of the contracted services at any time without cause, and if such right is exercised by the City, the rates and fees shall be reduced at the same ratio as the estimated costs of the services deleted relates to the estimated costs of the service originally contracted. If service has already been provided on the portion of the work to be deleted, the selected Proposer will be paid for the deleted portion based on the estimated percentage of the completion of such portion.
- b. If the selected Proposer and the City agree on modifications or revisions to the service elements, after the City has approved performance of a particular task or

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project, and a budget has been established for that task or project, the selected Proposer shall submit a revised budget to the City for approval prior to proceeding with the task or project.

END OF SECTION 3

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Emergency Debris Removal Monitoring

## **SECTION 4 SCOPE OF SERVICES**

### **4.1 GENERAL INFORMATION AND BACKGROUND**

This statement of services describes and defines the services which are required for paper and electronic monitoring of debris removal for the City of Delray Beach hereafter referred to as the City. The Consultant shall provide all services described herein. Activities include, but are not limited to, monitoring the following - field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for clearing these roads and facilities and act in accordance with the City Debris Management Plan. The City reserves the right to add or remove highway segments at the direction of the Debris Manager. While this contract scope provides for debris removal work off the city and state road systems, no work on or off the city and state road systems are guaranteed. The City, at its sole discretion, may elect to perform work within house forces or other contract forces, or may cancel this contract at any time if in the best interest of the City.

The Consultant shall have experience in the federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the City in its Emergency Response and Recovery efforts. Proper documentation by the 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.

The Consultant will be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit as defined. Proper notification must be given to the City as costs approach this limit.

The work will begin upon authorization by the City. No guarantee on minimum or maximum amounts per items bid is made under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

### **4.2 SELECTED PROPOSER'S RESPONSIBILITY**

The selected Proposer shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in this Request for Proposal. The selected Proposer shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

### **4.3 EMPLOYEES**

Persons employed by the selected Proposer in the performance of services pursuant to this Proposal shall not be considered employees of the City, shall be independent thereof; and shall have no claim against the City as to pension, workers' compensation, insurance, salary, wages, or other employee rights or privileges granted by operation of law; and shall be 18 years of age or older.



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Under no circumstances will any employee of the selected Proposer be permitted to allow minors (under 18 years of age) and/ or anyone who is not an employee of the selected Proposer to enter any non- public area of any City facility at any time for any reason.

#### 4.4 COMPLAINTS

Inspections by the City of Delray Beach will take place throughout the contract period. Complaints shall be documented and forwarded to the selected Proposer for immediate resolution. It is the responsibility of the selected Proposer to resolve all complaints with 24 hours of notification from the City.

#### 4.5 PROTECTION OF PROPERTY

Intentionally Omitted

#### 4.6 REPAIRS

Intentionally Omitted

#### 4.7 DEFINITIONS

- a. **City:** An incorporated geographical area within a city.
- b. **Consultant:** The Consultant is a person or entity which includes employees, partners, principals, agents, and assignees who are a party to this agreement for the purpose of providing services.
- c. **Data Manager:** Manager of data collected from monitoring operations and employed by the Consultant.
- d. **Debris:** Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.
- e. **Debris Collection Monitor:** Employee of the Consultant who observes the Debris Removal Contractor removing debris from assigned areas.
- f. **Debris Management Plan:** The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.
- g. **Debris Removal Contractor:** A person or entity, including employees, partners, principals, agents, and assignees that are under contract with the City to remove storm deposited debris according to federal and state guidelines.
- h. **Disposal Site Monitor:** A Disposal Site Monitor is the designated Consultant's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.
- i. **City Debris Manager:** A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

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- j. **Emergency Operations Center (EOC):** An emergency operations center, or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.
- k. **Exit Site Monitor:** Employees of the Consultant who observe outbound trucks at Temporary Debris Management sites.
- l. **Federal Emergency Management Agency (FEMA):** FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA roadways and other roadways not on the federal aid system.
- m. **Federal Highway Administration (FHWA):** A federal funding source for work on Federal-Aid roadways and facilities, through the Emergency Relief program administered by the Department. FHWA has designated federal aid roadways also known as “on-system” roadways that are eligible for Emergency Relief funding.
- n. **Field Operations Manager:** Employee of the Consultant who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.
- o. **Handheld Units (HHU):** Handheld Units are devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.
- p. **Incident Command System (ICS)** is a standardized on-scene incident management concept designed specifically to allow responders to adopt an integrated organizational structure equal to the complexity and demands of any single incident or multiple incidents without being hindered by jurisdictional boundaries.
- q. **National Incident Management System (NIMS)** is a standardized approach to incident management developed by the Department of Homeland Security.
- r. **Notice to Proceed:** This is a written notice issued to the Consultant by the City fixing the date on which operations outlined will commence.
- s. **Project Manager:** The Project Manager is a Consultant who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.
- t. **System:** The word “System” is used in reference to the electronic portion of electronic debris monitoring.
- u. **System Database:** A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.
- v. **Temporary Debris Management Sites:** A Florida Department of Environmental Protection authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides

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at the site for a relatively short period of time prior to final disposal during the debris management process.

- w. **Ticket Manager:** Consultant responsible for overseeing the electronic ticket processing.

#### 4.8 PERSONNEL QUALIFICATIONS

- a. Data Manager: A Data Manager must have at least two years' experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.
- b. Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors must have a minimum of a High School Diploma or GED and be adequately trained on Debris Operations.
- c. Field Operations Manager: A Field Operations Manager must have a minimum of two years' experience in disaster debris management.
- d. Project Manager: A Project Manager must have a minimum of five years' experience in disaster debris management. The Project Manager must also be a permanent staff employee of the consultant.
- e. Debris Monitoring Project Manager and field supervisors/managers must be trained at the appropriate ICS level according to their DMC job assignment and the NIMS Training Matrix.

#### 4.9 SERVICES TO BE PROVIDED BY THE CONSULTANT

##### a. Administration

The listed services shall be performed by the Consultant:

- I. The Consultant shall ensure daily reports are provided to the City Debris Manager or designee and other key City personnel within a minimum number of hours requested by the Debris Manager. The Consultant shall ensure that debris monitors report within a minimum number of hours after the disaster event.
- II. It is the responsibility of the Consultant to assist the City in performing:
  - A. Contract Administration
  - B. Damage Assessment
  - C. Environmental Permitting of temporary debris management sites
  - D. Truck Certification
  - E. Debris Removal Monitoring

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F. Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring

G. Assist the City in responding to public inquiries

H. Be available to address questions from FEMA and FHWA both during and after services have been performed

iii. Provide assistance as needed pre-event which may require location in the City.

#### 4.10 DEBRIS MONITORING OPERATIONS

The Consultant shall coordinate with the City to schedule debris removal monitoring and contractor operations. The consultant shall provide a Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The Project Manager shall be the point of contact to the City. The Project Manager shall assign Field Operations Manager(s) to oversee the debris removal contractor(s), monitors, and a Data Manager to provide supervision of the data entry operations and documentation process. The Project Manager's duties include but are not limited to the following:

- a. Ensure enough trained debris monitors are available to monitor the **"first push"** (cut & toss) operations.
- b. Ensure a sufficient number of trained debris monitors are available to monitor all **"first pass"** and subsequent passes of debris removal and hauling activities.
- c. Provide tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- d. Provide tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- e. Provide data entry and document processing personnel if applicable.
- f. Conduct safety meetings with field staff, as necessary.
- g. Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
- h. Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- i. Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- j. Review and reconcile debris removal contractor invoices submitted to the City.

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- k. Prepare interim operations and status reports, and final report, as directed by the City.

#### 4.11 FIELD MONITORING

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

- a. Truck certification and documentation of all vehicles used in the debris removal activities.
- b. Quality assurance/quality control (QA/QC) of truck certification measurements throughout life of project.
- c. Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways, **As Directed by the City** – First Push (Cut & Toss) and First Pass.
- d. Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways, **As Directed by the City**.
- e. Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
- f. Disposal Site/Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
- g. Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.
- h. Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
- i. Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
- j. Document and report activities to the City which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- k. Document and report to the City damages which occur on public or private property as a result of the debris removal operations.
- l. Document and report to the City any violations of Department of Environmental Protection's (DEP) debris site conditions.
- m. If DEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

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#### 4.12 DATA MANAGEMENT AND DOCUMENTATION

The Consultant shall ensure all necessary documentation is provided as follows:

- a. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA PA program or other applicable Federal, state or local agencies.
- b. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
- c. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
- d. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other federal, state or local programs as outlined in and in accordance with the Debris Management Plan.
- e. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street or milepost identifier, and/or other information as available and applicable.
- f. Environmental authorizations and/or permits, as applicable.
- g. Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the City Emergency Coordination Officer or designee.
- h. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
- i. Provide certified weigh master if necessary.
- j. Assist the City in creating field maps using GIS, as well as track and present contractor progress in GIS.
- k. Organize, maintain, and provide the City electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.
- l. The Consultant may exercise the option to utilize electronic debris monitoring and if chosen, the Consultant must comply with requirements set forth in sections e through g.*

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#### 4.13 EQUIPMENT REQUIREMENTS

- a. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc.
- b. Handheld Units (HHU) - The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift.
  - i. HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.
  - ii. HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
  - iii. GPS- HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.
- c. Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.
- d. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the City who shall maintain the official

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database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.

- e. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.
- f. GIS – GIS mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.
- g. Internet Accessible database – The Consultant will establish a web based database which is updated daily if not real-time. The data shall be accessible, by permission only, to sub-contractors, local and state officials and others on a "need to know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

#### 4.14 GENERAL STATEMENT OF ELECTRONIC DEBRIS MONITORING SYSTEM PARAMETERS

- a. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
- b. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
- c. The system must include the capability to share database records with contractors, sub-contractors, the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, subcontractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.
- d. The Consultant uses the HHU to initiate the load data by entering the debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location), address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID Code onto the removable media. Once the data is written to the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.



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- e. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, mixed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager unique ID Code.
- f. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the City and Consultant databases. Once this information is recorded, the tower manager HHU will clear the removable media's debris data for the driver to re-use.
- g. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

#### 4.15 *FUNCTIONAL SPECIFICATIONS AND SYSTEM ARCHITECTURE*

- a. Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
  - i. A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
  - ii. Electronic registration of ticket/tower monitor
  - iii. Link designated ticket/tower personnel roles to a specific mission
  - iv. The ability to edit ticket/tower personnel roles i.e., create, update and delete
  - v. Store ticket/tower personnel contact information relative to the mission
  - vi. Track and Manage ticket/tower personnel role and status
  - vii. Assign and track equipment assigned to the user
  - viii. Reject invalid ticket/tower personnel credentials
  - ix. Reject invalid certification credentials
- b. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:
  - i. A means of electronically registering authorized debris Consultant vehicles and equipment
  - ii. Link electronic registration to digital images

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- iii. Identify mission and respective City
  - iv. Generate unique ID's for contractor vehicles and equipment
  - v. Utilize uniform measurements e.g. feet and inches
  - vi. Capture vehicle volume
  - vii. Utilize industry standard equations for all volume calculations
  - viii. Capture drivers and certification team member unique identification number
  - ix. A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
    - x. Must depict image and other identifying data
    - xi. Must contain counter area for total cubic yards hauled
    - xii. Must employ anti-tampering mechanism
  - xiii. Capability to recertify vehicles
  - xiv. Recertified vehicles must be recorded in an audit table
  - xv. Certification data must be associated to authorized system user
  - xvi. Reject media which are not associated with current event and applicant
  - xvii. Capture vehicle audit records
  - xviii. Create a printed certification record
  - xix. Administrative reporting capabilities
- c. Right-of-Way (ROW) Debris Management: ROW transactional data must be captured, stored, validated, audited, reported and transmitted to mission managers, haulers and applicants. At a minimum, the application must exhibit the following characteristics:
- i. Allow creation of point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
  - ii. Capture date and time and other relevant point of origin data
  - iii. Validate media is present in system and configured to receive data
  - iv. Designate debris type
  - v. Designate debris location as Federal Aid or Non-Federal Aid
  - vi. Designate first pass and subsequent passes
  - vii. Write point of origin load data using encrypted storage algorithms
  - viii. Associate ticket/tower personnel credentials with point of origin load data
  - ix. Acknowledge successful card write via display status message
  - x. Provide user configurable time option for GPS audit
  - xi. Detect current location using GPS and store data to secure memory location
  - xii. Provide capability to add digital image if debris is other than vegetative or C&D

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- d. Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:
- i. Accept site configuration data at the beginning of each work day
  - ii. Dynamically configure receiving application based on site configuration data
  - iii. Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
  - iv. Accept loads where:
    - A. Mission and applicant are valid
    - B. Media authentication data is valid and unaltered
    - C. Media contains valid load data
  - v. Designate debris type
  - vi. Record debris volume (based on unit of measure)
  - vii. Receive volume or per unit loads
  - viii. Identify original load data
  - viii. Identify duplicate load data
  - ix. Configure number of hard copies
  - x. Create load data record in internal storage
  - xi. Create backup copy of internal storage
  - xii. Prepare driver media for next load
  - xiii. Increment driver smart card based on total CY counter value
  - xiv. Continuously calculate and present real-time disposal site statistics
  - xv. Re-print load ticket data
  - xvi. Interface with durable outdoor printer
  - xvii. Preserve in its original state, then transmit daily transaction data
  - xviii. Associate ticket/tower personnel credentials with each received load

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- e. Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:
  - i. Change ticket/tower personnel identification badge roles and responsibilities
  - ii. Review media total CY counter value
  - iii. Audit vehicle certification data
  - iv. Validate/Invalidate smart cards
  - v. Reinitiate security sequence for ticket/tower personnel or media
  - vi. In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the Department secure server
- f. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to:
  - i. Accept transactional data sets from multiple debris location systems
  - ii. Recognize multiple mission/applicant configurations
  - iii. Grant access to authorized authenticated users or processes
  - iv. Contain a master record of:
    - A. Roles and responsibilities
    - B. Ticket/tower personnel credentials and other data
    - C. Certification credentials and other data
    - D. Mission data
    - E. Applicant data
    - F. Geospatial data:
      - 1) Street centerlines
      - 2) City outlines
      - 3) Population and demographic
      - 4) Elevation

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- 5) Wetlands delineation
- 6) Historic and Environmentally Sensitive areas
- 7) Debris work zones
- 8) Parcel data
- 9) Land use
- 10) FEMA flood zones

v. Graphically depict:

- A. Load locations by contractor
  - B. Load locations by subcontractor
  - C. Load locations by driver
  - D. Load locations by ticket/tower personnel
  - E. Load locations by date range
  - F. Load locations by zone
  - G. Load locations by municipality
  - H. Load locations by applicant
  - I. Load locations by mission
  - J. Load locations by debris type
  - K. Load locations by disposal site
  - L. Load locations by Federal, state and private roads
  - M. Load locations by land use
  - N. Load locations by disposal site
- vi. Thematic mapping techniques to distinguish different data by color and/or symbol
- vii. Identify data attributes for a single point of data
- viii. Select one or many points of data
- ix. Calculate operational efficiency statistics such as:
- A. Trip turnaround time

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- B. Trip distance to disposal site (straight line projection sorted by 0 -15 miles, 16 –30 miles, 31 - 60 miles and greater than 61 miles)
  - C. Average container fill percentage
  - D. Average tower manager load call
  - E. Load call trend data e.g., by tower managers, contractor, sub-contractor, driver, etc.
- x. Dynamically configure user interface in response to point data selection to limit user authorities
  - xi. Multiple data selections generate tabular data reports
  - xii. Filter mechanisms to highlight geospatial data
  - xiii. Control data access using role based security
  - xiv. User interface and access to underlying system data must dynamically configured at run time through the presentation of appropriate user credentials
  - xv. Manage data ownership
  - xvi. Provide access based on security role model
  - xvii. Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data
  - xviii. Prevent distributed data from being reprocessed for billing purposes
  - ix. Identify billing data sets based on parameters such as:
    - A. Time/Date
    - B. Contractor/Subcontractor
    - C. Debris type
    - D. Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
    - E. Haul distance
  - a. Route billing data sets via defined and customizable workflow rules
  - b. Approved billing data sets
  - c. Communicate general event status e.g.:
    - A. Total CY hauled (by debris type)

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- B. Total CY by disposal site
  - C. Total CY by contractor/subcontractor
  - D. Total CY by work zone/sector
  - E. Total CY by municipality
  - F. Total CY by Federal, state and private roads
  - G. Total CY by certified vehicle
  - H. Number of vehicles utilized
  - I. Number of ticket/tower personnel resources assigned
- xix. Manage user roles, responsibilities and passwords
  - xx. Prevent modification to original data by unauthorized or unauthenticated users
  - xxi. Insert audit records into audit tables for all insertions, modifications, and deletions to original data
- g. Field Architecture – The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
    - i. Require user authentication credentials
    - ii. Display current version at application start-up
    - iii. Synchronize with Greenwich Mean Time (GMT) for all date/time fields
    - iv. System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
    - v. System must remain in a ready state by default
    - vi. Acknowledge successful card write via display status message
    - vii. Create identification structures which utilize encryption technologies
    - viii. Employ anti-tamper and anti-tearing methods and technologies
    - ix. Where applicable, utilize 3 DES data encryption technologies to protect data
    - x. Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media)
  - h. Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.

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- i. Utilize relational database technology
  - ii. Employ geospatial analysis tools for data visualization
  - iii. Enable audit ability for:
    - iv. Data insertion
    - v. Data modification
    - vi. Data deletion
    - vii. Prevent field and row level data deletion
    - viii. All access to data must be controlled
  - ix. Store certification and other identification data using encrypted relational technology
  - x. Reside in a secure internet environment
  - xi. Preserve base transactional data in its original state prior to processing or
  - xii. consolidation with other data
- i. Initial Startup Procedure For Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

#### 4.16 REPORTING

The City requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports (as directed by the City), as well as a final report of the debris removal operations.

- a. The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.
- b. An interim status report may be required at the discretion of the City. A final report covering the history of the operations, the locations temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.



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**4.17 PERMITS**

- a. Assist the City with any permit applications and coordination with environmental agencies.
- b. Assist the City with any pre or post sampling of soil or groundwater.
- c. Monitor compliance by the contractors to any permit requirements.

**4.18 MEETINGS AND COMMUNICATION**

- a. Conduct daily meetings with the City and the Debris Removal Contractor.
- b. Conduct field meetings as needed.

**4.19 PREPAREDNESS, TRAINING, PLANNING, AND EXERCISES**

- a. Assist in disaster recovery plan development.
- b. Provide training, participate in exercises, review and assist with debris plan updates, and visit with City staff to be assigned to debris management activities during the coming year.
- c. Provide training sessions for key City personnel participating in exercises, and liaison to City EOC during activations.
- d. Participate as liaison in City EOC during activation.
- e. Attend and participate in several planning and training meetings, including one annual exercise. The annual exercise shall not conclude until the City Contract Manager has deemed the debris management plan is actionable.
- f. Assist the City in preparing Federal and State reports and applications for reimbursement, including pre incident or event training agency/department employees.
- g. May be requested by the City to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, preparedness, as well as assisting in emergency debris recovery planning efforts such as disaster recovery plan development, identification of adequate resources, training, exercises, and liaison to City Emergency Operations Center (EOC).
- h. Shall be responsible to build out a monitoring plan in conjunction with the management plan and overall City plan, with regards to debris.

**4.20 PAYMENT**

- a. Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to grave) for work conducted on First Push and

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First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.

- b. For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways First Push, First Pass, and second and subsequent passes. Monitor's invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks.
- c. Maintain a database of all contract quantities and perform contractor invoice verification for the City.
- d. All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices must be submitted in accordance with the Consultant Invoice Transmittal System (CITS) procedures and other federal, state and local rules, regulations and laws.
- e. Invoices shall be submitted on a monthly basis to the City.
- f. Final invoice will be submitted to the City not later than the 30th day following final acceptance of the individual task of as requested by the City.

#### **END OF SECTION 4**

## SECTION 5 RESPONSE REQUIREMENTS

### 5.1 SUBMITTAL REQUIREMENTS

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. Do not password-protect electronic documents.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

### 5.2 REQUIRED INFORMATION

In addition to the information required in Section 5, Scope of Services, Proposers must submit the following information with their Proposals:

#### a. SUBMITTAL FORMAT

To facilitate and expedite review, the City asks that all Proposers follow the response format outlined below. Failure to submit your response in the format requested may result in delay evaluating your Proposal. To assist you in preparing your response, the City's selection procedures are also described herein. Proposers must abide by all requirements set forth to avoid any risk of disqualification.

#### b. PROPOSALS SHOULD FOLLOW THE FORMAT BELOW:

##### TAB 1 – INTRODUCTION

Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm. Provide a positive commitment to provide the required services. Also, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

##### TAB 2 – TABLE OF CONTENTS

Include a clear identification of the material included in the Proposal by page number.

##### TAB 3 – MINIMUM QUALIFICATIONS

Each proposer shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

- A. Must be registered with the States of Florida, Division of corporations to do business in Florida.

**No documentation is required. The City will verify registration.**

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- B. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>  
**Provide an executed copy of the Scrutinized Company Certification form included in this solicitation.**
- C. Proposer has no reported conflict of interests in relation to this solicitation.  
**Disclose the name of any officer, director or agent who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that affect.**

## TAB 4 – FIRM INFORMATION

- A. Legal contracting name including any dba and state of organization or incorporation.
- B. Ownership structure of Proposer's company (e.g., Partnership, Limited Liability Corporation, Corporation).
- C. Provide, in this section, a completed and executed copy of Proposer's W-9 that includes the company federal identification number.
- D. Contact information for Proposer's Corporate headquarters and any offices in Palm Beach and Broward counties to include the following:  
**Address**  
**City, State, Zip**  
**Phone**
- E. Contact information for Proposer's primary and secondary representative during this solicitation process.  
**Name**  
**Phone**  
**E-mail**  
**Mailing Address**  
**City, State, Zip**
- F. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).
- G. Provide the names of the persons who are officers or principals of the company.

## TAB 5 – EXPERIENCE

- A. Years in business.

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- B. Provide a brief description of Proposer's team, the organization, its structure and philosophy.
- C. Provide Proposer's years of experience in Emergency Debris Removal Monitoring services.
- D. Describe Proposer's experience in Emergency Debris Removal Monitoring for at least three other government agencies that are comparable in size to the City of Delray Beach, which has been conducted within the last five years.
- E. Identify and include information regarding experience and qualifications of Proposer's staff to be assigned to the Project. Include their names, certifications and/or licenses, and services the individuals will provide to the City.
- F. Identify any sub-contractors that may be used to accomplish the work. Include the company name, the name of the individual to be assigned, their certifications and/or licenses, an overview of their experience and qualifications, and the services the subcontractor will provide to the City.
- G. Describe any significant or unique awards received or accomplishments in previous similar projects.
- H. Provide information on any lawsuits pending or any judgments, in the last five (5) years, which are concerned directly with the firm, the staff, or any part of the Proposer's organization, which are proposed to perform on this contract.

TAB 6 - APPROACH AND CAPACITY

- A. Provide a narrative of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.
- B. The overall approach to delivering the Scope of Services and any strategies Proposer proposes to implement.
- C. Details of implementation plan and schedule.
- D. Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable.
- E. Proposer shall thoroughly explain:
  - I. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
  - II. How the proposer physically plans on attending pre-scheduled meetings.
  - III. How the proposer plans on ensuring accessibility and availability during the term of the Agreement

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- IV. Submit details of Proposer's staffing resources, at the location that will provide services to the City as well as corporately, by discipline and the number of personnel within each discipline.
- V. If Proposer's staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. If more than one firm is listed for a discipline, then label which firm is the primary firm for that discipline. Firms may perform more than one discipline.
- VI. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the City and indicate their functional relationship to each other.

#### TAB 7 – REFERENCES

Provide a minimum of three (3) client references for at least three (3) other government agencies that are comparable in size to the City of Delray Beach, which has been conducted within the last five (5) years who are agreeable to responding to an inquiry by the City.

References should include the following information:

Client name

Client address

Client contact name

Client contact phone and fax numbers

Client contact email address

Description of all services provided

Performance period

Total amount of contract

#### TAB 8 – FEE PROPOSAL

Proposers shall submit the electronic bid form in BidSync to submit its Fee Proposal. The pricing submitted shall be all inclusive to provide in accordance with the requirements identified in this Scope of Work, and as set forth in this solicitation document.

#### TAB 9 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this solicitation shall be fully executed by the Proposer and submitted as shown in Section 8 of this solicitation.

### END OF SECTION 5

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## SECTION 6 THE EVALUATION PROCESS

### 6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this solicitation. A responsive Proposal is one that follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### 6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this solicitation.

### 6.3 EVALUATION CRITERIA

Proposals will be evaluated by an Evaluation/Selection Committee that will evaluate and rank Proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their maximum scores for a maximum total of **one hundred (100)** points per Evaluation/Selection Committee member.

<u>CRITERIA</u>	<u>MAX. POINTS</u>
a. Experience and Background	35
b. Approach and Capacity	35
c. Fee Proposal	30

### 6.4 ORAL PRESENTATIONS

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered a preliminary ranking until after the oral presentations are completed.

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#### 6.5 PRICE OFFERS AND EVALUATION

After the evaluation of the technical areas of the Proposal, the City will evaluate the price aspects of the Proposal. The pricing will be evaluated subjectively in combination with the technical areas of the Proposal, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

#### 6.6 NEGOTIATIONS

If the City and the Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest-ranked Proposer(s). This process may continue until a contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for any material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved within the last three (3) years.

#### 6.7 CONTRACT AWARD

Any contract resulting from this solicitation will be submitted to the City Manager or designee, and the City Commission for approval, as appropriate. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the City to be in the best interest of the City. Notwithstanding the rights of protest listed herein, the City's decision of whether to make the award and to which Proposer shall be final.

END OF SECTION 6



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## SECTION 7 PRICING INFORMATION

### 7.1 PRICING PROPOSAL

Item #	Personnel / Description	Hourly Rate
1.	<b>Project Manager:</b> This position will serve as the Contractors' manager on the project. This position will direct the activities of contractor staff. Will work directly with the City's representative on the project. The Project Manager will be involved in pre-event planning and meetings as to become familiar with the City and its' operation.	\$
2.	<b>Lead Monitors:</b> Assist in setting-up and manning the TDSRS. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.	\$
3.	<b>Site Monitors:</b> Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be offloaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.	\$

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4.	<b>Field Monitors:</b> Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for corrective action.	\$
5.	<b>Data Manager:</b> Manager to collect data from monitoring operations. Works under the supervision of the Project Manager and employed by the Consultant.	\$

Proposers shall submit the electronic bid form in BidSync to submit its Fee Proposal. The pricing submitted shall be all inclusive to provide Emergency Debris Removal Monitoring in accordance with the requirements identified in this Scope of Work, and as set forth in this solicitation document. The Proposer shall submit a breakdown of the fees with its proposal.

Fee Schedule - Provide an hourly price for each of the positions listed above. If your company provides other related positions, please add as appropriate. Note that descriptions are indicative of the type of work normally performed but descriptions are not comprehensive. Please use additional sheets if necessary.

END OF SECTION 7

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## SECTION 8 PROPOSAL SUBMITTALS

### 8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City if the Proposer is determined to be the most responsive and responsible Proposer. Solicitation forms should be submitted via paper if submitting a hard copy proposal, or via web forms available on [www.bidsync.com](http://www.bidsync.com) if submitting an electronic proposal. Web forms require Proposers to use their [www.bidsync.com](http://www.bidsync.com) password to submit, which serves as a signature from Proposer.

- a. Acknowledgment of Addenda
- b. Proposal Submittal Signature Page
- c. Conflict of Interest Disclosure Form
- d. Notification of Public Entity Crimes Law
- e. Notification of Public Records Law
- f. Drug-Free Work Place
- g. Non-Collusion Affidavit
- h. Truth-In-Negotiation Certificate
- i. Sample Performance Bond Format (if required, will be requested from the Proposer recommended for award)
- j. Sample Payment Bond Format (if required, will be requested from the Proposer recommended for award)
- k. Sample Letter of Credit Format (if required, will be requested from the Proposer recommended for award)

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**ACKNOWLEDGEMENT OF ADDENDA**

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

---

Street Address:

---

Mailing Address (if different from Street Address):

---

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date

## **Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: [JOHNSONK@MYDELRAYBEACH.COM](mailto:JOHNSONK@MYDELRAYBEACH.COM).**

Acknowledged:

---

Firm Name

---

Signature

---

Name and Title (Print or Type)

---

Date



## DRUG-FREE WORKPLACE

\_\_\_\_\_ is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

---

Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public (State): \_\_\_\_\_

My Commission No: \_\_\_\_\_

Expires on: \_\_\_\_\_

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**SAMPLE PERFORMANCE BOND FORMAT**

KNOW ALL MEN BY THESE PRESENTS: that - \_\_\_\_\_

\_\_\_\_\_  
(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and \_\_\_\_\_,  
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of \_\_\_\_\_,  
(\$ \_\_\_\_\_), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_, entered into Contract No. \_\_\_\_\_ with the City in accordance with the solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- a. Complete the Contract in accordance with its terms and conditions; or
- b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount

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payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

(Seal)

\_\_\_\_\_  
(Witness)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Name of Insurer)

Surety

(Seal)

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
(Attorney-in-Fact)

**SAMPLE PAYMENT BOND FORMAT**

KNOW ALL MEN BY THESE PRESENTS: that - \_\_\_\_\_

\_\_\_\_\_  
(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and \_\_\_\_\_,  
(Name of Insurer)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Delray Beach, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of \_\_\_\_\_,  
(\$ \_\_\_\_\_), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_, entered into Contract No. \_\_\_\_\_ with the City in accordance with the solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint \_\_\_\_\_  
\_\_\_\_\_ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on

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this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)\_\_\_\_\_  
(Seal)\_\_\_\_\_  
(Witness)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Name of Insurer)

Surety

\_\_\_\_\_  
(Seal)\_\_\_\_\_  
(Witness)By: \_\_\_\_\_  
(Attorney-in-Fact)

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**SAMPLE LETTER OF CREDIT FORMAT**

LETTER OF CREDIT NO.: \_\_\_\_\_

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

APPLICANT:

{Name of Corporation} \_\_\_\_\_

{Address} \_\_\_\_\_

{City, State, Zip} \_\_\_\_\_

BENEFICIARY:

CITY OF DELRAY BEACH

100 NW 1<sup>st</sup> AVENUE

DELRAY BEACH, FLORIDA 33444

FOR U.S.D. \$ \_\_\_\_\_

DATE OF EXPIRATION: \_\_\_\_\_

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ IN FAVOR OF THE BENEFICIARY, THE CITY OF DELRAY BEACH, FLORIDA (HEREINAFTER "CITY") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF DELRAY BEACH CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: **{Name of Project}** \_\_\_\_\_ (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** \_\_\_\_\_ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES



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TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF DELRAY BEACH TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:

**{Name of Bank Branch}** \_\_\_\_\_

**{Address}** \_\_\_\_\_

**{City, State, Zip}** \_\_\_\_\_

ATTN: **{Department}** \_\_\_\_\_

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** \_\_\_\_\_ LETTER OF CREDIT NUMBER \_\_\_\_\_ DATED \_\_\_\_\_, 20\_\_."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

**{Name of Bank}** \_\_\_\_\_

BY: \_\_\_\_\_

**{Name}** \_\_\_\_\_

**{Title}** \_\_\_\_\_

## SECTION 9 SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Request for Proposals. This is a sample agreement only and is subject to revisions. **PLEASE DO NOT COMPLETE.**

### AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and - \_\_\_\_\_, a corporation (hereafter referred to as "Contractor"), whose address is \_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2022-013 and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

#### ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2022-013 and the Contractor's response thereto, including all documentation required thereunder.

#### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

#### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Solicitation.

#### ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

- ii. with a copy to: City of Delray Beach  
200 NW 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney

- iii. As to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Email: \_\_\_\_\_

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for \_\_\_\_\_ (\_\_) years as of the effective date of this Agreement, and shall expire on \_\_\_\_\_, \_\_\_\_\_.

(The remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Shelly Petrolia, City Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

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

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

**SECTION 10**  
**EXHIBITS**

10.1 Exhibit A – Federal Uniform Guidance Requirements

## SECTION 11 GENERAL TERMS AND CONDITIONS

### 11.1 DEFINITIONS

- a. *Proposal:* any offer(s) submitted in response to this Request for Proposal.
- b. *Proposer:* person or firm submitting a response to this Request for Proposal.
- c. *Solicitation or Request for Proposal:* this Solicitation documentation, including any and all addenda.
- d. *Proposal Submittal forms:* describes the goods or services to be purchased, and must be completed and submitted with the Proposal.
- e. *City:* shall refer to the City of Delray Beach, Florida.
- f. *Contract or Agreement:* Request for Proposal, all addenda issued thereto, all affidavits, the signed agreement, and all related documents that comprise the totality of the contract or agreement between the City and the Proposer.
- g. *Contractor:* selected Proposer that is awarded a contract to provide the goods or services to the City.
- h. *Purchasing Department:* Purchasing Department of the City of Delray Beach, Florida.
- i. *Responsible Proposer:* Proposer that has the capability in all respects to perform in full the contract requirements, as stated in the Request for Qualifications, and the integrity and reliability that will assure good-faith performance.
- j. *Responsive Proposer:* Proposer whose Proposal conforms in all material respects to the terms and conditions included in the Request for Qualifications.

### 11.2 CONE OF SILENCE

Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, and the purchasing policies of

the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

### 11.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the due date for Proposals, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to submit with its Proposal a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### 11.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

### 11.5 CHANGE OF PROPOSAL

Prior to the scheduled due date for Proposals, a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new Proposal replaces the original Proposal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after Proposals have been opened.

### 11.6 WITHDRAWAL OF PROPOSAL

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*purchased, and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposal. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.*

*A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the due date for Proposals may withdraw a Proposal. A Proposal may also be withdrawn ninety (90) days after the Proposal has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.*

#### 11.7 CONFLICTS WITHIN THE SOLICITATION

*Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Scope of Services, and/or Description of Items, the Proposal Submittal forms, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Submittal forms, the Scope of Services and/or Description of Items, the Special Conditions, and then the General Terms and Conditions.*

#### 11.8 PROMPT PAYMENT TERMS

*It is the policy of the City of Delray Beach that payment for all purchases by City departments shall be made in a timely manner. The City will pay the selected Proposer upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Florida Statutes, Section 218.74, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.*

#### 11.9 DISCOUNTS (PROMPT PAYMENTS)

*The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the selected Proposer during the evaluation period. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal forms signature page of the Solicitation.*

#### 11.10 PREPARATION OF PROPOSALS

- a. *The Proposal submittal forms define requirements of the services to be performed or the items to be*

- b. *An authorized agent of the Proposer's firm must sign the Proposal submittal forms where indicated. **Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.***
- c. *The Proposer must identify any exceptions it takes to the terms and conditions of the Solicitation and contract. Exceptions will not automatically result in the Proposer being deemed non-responsive; however, such a determination is at the discretion of the City. Proposers are cautioned that they may be considered non-responsive if Proposals are conditioned to modifications, changes, or revisions to the terms and conditions of this Solicitation.*
- d. *The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".*
- e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*
- f. *Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.*

#### 11.11 CANCELLATION OF SOLICITATION

*The City of Delray Beach reserves the right to cancel, in whole or in part, any Requests for Proposals when it is in the best interest of the City.*

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#### 11.12 AWARD OF CONTRACT

- a. *This contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.*
- b. *The City reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.*
- c. *The Proposer's prior performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Proposal received for this Solicitation.*
- d. *The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.*
- e. *Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.*
- f. *The City reserves the right to request and evaluate additional information from any Proposer after the due date for Proposals, as the City deems necessary.*

#### 11.13 CONTRACT EXTENSION

*The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or successful.*

#### 11.14 WARRANTY

*All warranties express and implied shall be made available to the City for goods and services covered by this Solicitation. All goods furnished shall be fully guaranteed by the selected Proposer against factory defects and workmanship. At no expense to the City, the*

*selected Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.*

#### 11.15 ESTIMATED QUANTITIES

*Estimated quantities or dollars are for Proposer's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the selected Proposer. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this contract.*

#### 11.16 NON-EXCLUSIVITY

*It is the intent of the City to enter into an agreement with the selected Proposer that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.*

#### 11.17 CONTINUATION OF WORK

*Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the selected Proposer, continue until completion at the same prices, terms, and conditions.*

#### 11.18 PROTEST

a. *A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.*

b. *The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in BidSync. Failure to file a timely formal written*



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*protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.*

*c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.*

#### 11.19 LAWS AND REGULATIONS

*The selected Proposer shall comply with all laws and regulations applicable to provide the goods or services specified in this Solicitation. The Proposer shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.*

#### 11.20 LICENSES, PERMITS AND FEES

*The selected Proposer shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or a selected Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the selected Proposer.*

#### 11.21 SUBCONTRACTING

*Unless otherwise specified in this Solicitation, the selected Proposer shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City shall constitute a material breach of the agreement and may result in termination of the contract for default.*

#### 11.22 ASSIGNMENT

*The selected Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.*

*Assignment without the prior consent of the City may result in termination of the contract for default.*

#### 11.23 SHIPPING TERMS

*Unless otherwise specified in the Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.*

#### 11.24 RESPONSIBILITIES AS EMPLOYER

*The employee(s) of the selected Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The selected Proposer shall provide physically competent employee(s) capable of performing the work as required. The City may require the selected Proposer to remove any employee it deems unacceptable. All employees of the selected Proposer shall wear proper identification.*

*It is the selected Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the selected Proposer.*

#### 11.25 INDEMNIFICATION

*The selected Proposer shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the selected Proposer or its employees, agents, servants, partners, principals, or subcontractors. The selected Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The selected Proposer expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the selected Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and*

*defend the City or its officers, employees, agents, and instrumentalities as herein provided.*

#### 11.26 COLLUSION

*A Proposer recommended for award as the result of a competitive Solicitation for any City purchase of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City stating either that the contractor is not related to any of the other parties proposing in the competitive Solicitation or identifying all related parties; and attesting that the Proposal is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham Proposal, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Solicitation, its Proposal shall be presumed to be collusive and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.*

#### 11.27 MODIFICATION OF CONTRACT

*The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.*

#### 11.28 TERMINATION FOR CONVENIENCE

*The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Qualifications (RFQ) with or without cause immediately upon providing written notice to the selected Proposer. Upon receipt of such notice, the selected Proposer shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the selected Proposer prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."*

#### 11.29 TERMINATION FOR DEFAULT

*The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the selected Proposer fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the selected Proposer must cure any such failure to perform or default. If the selected Proposer fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the selected Proposer. The City further reserves the right to suspend or debar the selected Proposer in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Proposer*

#### 11.30 FRAUD AND MISREPRESENTATION

*Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.*

#### 11.31 ACCESS AND AUDIT OF RECORDS

*The City reserves the right to require the selected Proposer to submit to an audit by an auditor of the City's choosing at the selected Proposer's expense. The selected Proposer shall provide access to all of its records, which relate directly or indirectly to this contract, at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to this contract, and upon request, make them available to the City for three (3) years following expiration of the contract. The selected Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.*

#### 11.32 OFFICE OF THE INSPECTOR GENERAL

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*Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.*

#### 11.33 PRE-AWARD INSPECTION

*The City may conduct a pre-award inspection of the Proposer's premises or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Solicitation.*

#### 11.34 PROPRIETARY/CONFIDENTIAL INFORMATION

*Proposers are hereby notified that all information submitted as part of, or in support of, Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation that Proposer considers a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection that would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.*

#### 11.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

*Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability*

*and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:*

- a. Use of information only for performing services required by the contract or as required by law;*
- b. Use of appropriate safeguards to prevent non-permitted disclosures;*
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;*
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;*
- e. Making Protected Health Information (PHI) available to the customer;*
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;*
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and*
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.*

*PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.*

#### 11.36 ADDITIONAL FEES AND SURCHARGES

*Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.*

#### 11.37 COMPLIANCE WITH FEDERAL STANDARDS

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*All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).*

#### 11.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

*If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.*

#### 11.39 BINDING EFFECT

*All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.*

#### 11.40 SEVERABILITY

*In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.*

#### 11.41 GOVERNING LAW AND VENUE

*This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.*

#### 11.42 ATTORNEY'S FEES

*It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for*

*the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.*

#### 11.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

*The City of Delray Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.*

*During the performance of this contract, the selected Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The selected Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.*

*The selected Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment, and payment of subcontractors, suppliers, and Proposers in connection with this contract.*

#### 11.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS

*It is agreed and understood that any City department or agency may access this contract and purchase the goods or services successful herein. Each City department will issue a separate purchase order to the selected Proposer for the department's specific purchases.*

#### 11.45 CRIMINAL HISTORY BACKGROUND CHECKS

*Prior to hiring a contract employee or contracting with a Proposer, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.*

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**11.46 LABOR, MATERIALS, AND EQUIPMENT**

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the selected Proposer.

**11.47 MINIMUM WAGE REQUIREMENTS**

The selected Proposer shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this contract.

**11.48 PACKING SLIP AND DELIVERY TICKET**

A packing slip and/or delivery ticket shall accompany all items delivered to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

**11.49 PURCHASE OF OTHER ITEMS**

The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request a price quote from the selected Proposer on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the selected Proposer, another contract Proposer, or a non-contract Proposer.

**11.50 PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer must, in its response, specifically identify the material which is deemed to be exempt and state the

legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The City will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. 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 agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The selected Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

**11.51 CONFLICTS OF INTEREST**

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Proposers must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Solicitation and may be grounds for further disqualification from participating in any future Solicitations with the City.

**11.52 PUBLIC ENTITY CRIMES**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted Proposers 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 successful or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

**11.53 OTHER GOVERNMENTAL AGENCIES**

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*If a Proposer is successfully awarded a contract as a result of this Solicitation, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded.*

#### **11.54 COMPLETION OF WORK AND DELIVERY**

*All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the selected Proposer, except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the selected Proposer. In these cases, the selected Proposer shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.*

#### **11.55 FAILURE TO DELIVER OR COMPLETE WORK**

*Should the selected Proposer fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the selected Proposer and secure the services of another Proposer to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the selected Proposer for work that was completed and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the selected Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price that were incurred by the City as a result of having to secure the services of another Proposer.*

#### **11.56 CORRECTING DEFECTS**

*The selected Proposer shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the selected Proposer of such deficiency in writing. If the selected Proposer fails to correct the defect, the City may (a) place the selected Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the selected Proposer for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.*

#### **11.57 ACCIDENT PREVENTION AND BARRICADES**

*Precautions shall be exercised at all times for the protection of persons and property. All selected Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the selected Proposer. Barricades shall be provided by the selected Proposer when work is performed in areas traversed by persons, or when deemed necessary by the City.*

#### **11.58 OMISSIONS IN SPECIFICATIONS**

*The scope of services or description of items contained within this Solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.*

#### **11.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

*The selected Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the selected Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the selected Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the selected Proposer at the Proposer's expense and the contract cancelled; or (2) the City may require the selected Proposer to replace the materials at the selected Proposer's expense.*

#### **11.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

*The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.*

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Accordingly, the selected Proposer performing under this contract is required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing any products that are subject to these regulations. This information shall be provided at the time when the initial delivery is made, on a department-by-department basis.

#### 11.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

#### 11.62 PROPOSER'S COSTS

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

#### 11.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the selected Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the selected Proposer wishes to substitute personnel, the selected Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

#### 11.64 FORCE MAJEURE

The City and the selected Proposer are excused from the performance of their respective obligations under the contract 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, natural disasters, 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.
- 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 selected Proposer shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

#### 11.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the selected Proposer and the City of Delray Beach.

#### 11.66 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

END OF SECTION 11

**SECTION 12  
SOLICITATION SUMMARY**

The City of Delray Beach  
100 NW 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING DEPARTMENT

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Proposal. If subsequent to the opening of Proposals, the City determines that the information contained in the electronic version of your Proposal is different from the information on this solicitation Summary, the City reserves the right to deem your Proposal NON-RESPONSIVE, and remove your Proposal from further evaluation and consideration for contract award.

**PROPOSAL INFORMATION**

Proposal Number: RFP 2022-013

Title: Emergency Debris Removal Monitoring

Due Date and Time: March 2, 2022, 2:00 P.M., ET

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By signing and submitting this solicitation Summary, the Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Proposer's Proposal to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE ENVELOPE CONTAINING YOUR PROPOSAL.**



# EXHIBIT A

## FEDERAL UNIFORM GUIDANCE REQUIREMENTS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the Client, Contractor, or any other party pertaining to any matter resulting from the contract. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **Procurement of Recovered Materials**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

### **Buy America**

The Contractor agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. Contractor shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

### **Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms**

The Client must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **Equal Opportunity Clause**

Compliance with Regulations: The Contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Compliance with Title VI, Title VII and Other Federal Laws and Regulations**

The Contractor does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures, and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

#### **Americans with Disabilities Act**

The Contractor does hereby represent and certify that it will comply with all the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, *et seq.*), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FHWA, FEMA and other Federal-aid agencies.

#### **Convict Labor Prohibition**

The Contractor does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

#### **Access to Records and Their Retention**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the Contractor agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The Contractor shall make all of its books, records, and other documents related, in any manner to its or its sub-contractors' performance of the Agreement, available to the City of Fort Lauderdale and any other funding entity (e.g., FDOT, FHWA, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during

normal business hours, at the Contractor's place of business. The Contractor shall also require its sub-contractors to make their books, records, and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations of Contractor.

#### **Audit Requirements**

The Contractor agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The Contractor agrees that it will comply and fully cooperate with the City of Fort Lauderdale and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to Contractor's performance of the Agreement.

#### **National Environmental Policy Act (NEPA)**

The Contractor shall cooperate with the City of Fort Lauderdale, FDOT, FHWA and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

#### **Compliance with David-Bacon Act**

When the construction, alteration, or repair of public buildings or public works is applicable to Contractor's Work, the Contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.

The Contractor or sub-Contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and sub-Contractor as provided in 29 C.F.R. § 5.12.

#### **Compliance with Copeland "Anti-Kickback" Act**

The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

The Contractor or sub-Contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and sub-Contractor as provided in 29 C.F.R. § 5.12.

#### **Contract Work Hours and Safety Standards Act 40 U.S.C. 3702 and 3704- as Supplemented by Department of Labor Regulations (29 CFR Part 5)**

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No Contractor or sub-Contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-contractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph of this section.

#### **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **Clean Air Act and the Federal Water Pollution Control Act**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and must report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **Energy Efficiency and Conservation Act**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

#### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Client. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State and the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise from this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**DHS Seal, Logo, and Flags**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**No Obligation to Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- (b) Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (ii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
  - (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
    - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”
- (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION****Contractor Covered Transactions**

The prospective Contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Recipient's Contractor is unable to certify to the above statement, the prospective Contractor shall attach an explanation to this form.

---

Contractor / Firm

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Signature and Date

---

Name and Title (Printed)

---

Street Address

---

City, State, Zip

---

Division Contract Number

---

FEMA Project Number



**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Firm, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Print Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**ACKNOWLEDEMENT OF ADDENDA**

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**INSTRUCTIONS COMPLET PART I OR PART II, WHICHEVER APPLIES**

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**PART I**

List below that dates of issue for addendum received in connection with this solicitation.

Addendum #1, Dated	<input type="text"/>
Addendum #2, Dated	<input type="text"/>
Addendum #3, Dated	<input type="text"/>
Addendum #4, Dated	<input type="text"/>
Addendum #5, Dated	<input type="text"/>
Addendum #6, Dated	<input type="text"/>
Addendum #7, Dated	<input type="text"/>
Addendum #8, Dated	<input type="text"/>
Addendum #9, Dated	<input type="text"/>
Addendum #10, Dated	<input type="text"/>

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**PART II**

☐ NO ADDENDUM WAS RECEIVE IN CONNECTION WITH THE SOLICATION

---

Frim Name

Signature

Name and Title

Date

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders/Proposers must disclose within their Bid/Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Bidder's/Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid/Proposal.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid/Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

**DRUG-FREE WORKPLACE**

is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

**NON-COLLUSION AFFIDAVIT**STATE OF COUNTY OF 

Before me, the undersigned authority, personally appeared , who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is  of , the Bidder/Proposer that has submitted a Bid/Proposal to perform work for the following:

Solicitation No.:  Title:

- b. He/She is fully informed respecting the preparation and contents of the attached solicitation, and of all pertinent circumstances respecting such solicitation.

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.

- c. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder/Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the solicitation and contract for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Bid/Proposal or any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this  day of  20  by , who is personally known to me or who has produced  as identification.

SEAL

Notary Signature: Notary Name: Notary Public (State): My Commission No: Expires on:

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid/Proposal on a contract to provide any goods or services to a public entity; may not submit a Bid/Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids/Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Bidder/sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF THE SELECTED BIDDER/PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELECTED BIDDER'S/PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Acknowledged:

Firm Name

Signature

Name and Title (Print or Type)

Date

## SOLICITATION SUMMARY

### IMPORTANT NOTICE

The information you provide on this page may be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids/Proposals, the City determines that the information contained in the electronic version of your Bid/Proposal is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid/Proposal NON-RESPONSIVE and remove your Bid/Proposal from further evaluation and consideration for contract award.

### BID INFORMATION

Solicitation Number:	<input type="text"/>
Title:	<input type="text"/>
Due Date and Time:	<input type="text"/>
Name of Bidder/Proposer:	<input type="text"/>
Address	<input type="text"/>
Contact Person	<input type="text"/>
Bid/Proposal Amount (if applicable):	<input type="text"/>
Authorized Signature:	<input type="text"/>
Date:	<input type="text"/>

By signing and submitting this Solicitation Summary, the Bidder/Proposer affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's/Proposer's Bid/Proposal to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED AS AN ORIGINAL HARDCOPY IN THE SEALED PACKAGE CONTAINING YOUR BID/PROPOSAL OR SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID/PROPOSAL SUBMITTAL THROUGH [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).**



**BID/PROPOSAL SUBMITTAL**

**This form is part of your original Bid/Proposal submittal package. Please also attach any additional information or documentation requested in this solicitation. There is no need to include the informational sections of this solicitation in your Bid/Proposal submittal package.**

**INSTRUCTIONS**

Sealed Bids/Proposals must be received on or before the due date and time (local time) via electronic submission at [www.bidsync.com](http://www.bidsync.com), or via hard copy at the City of Delray Beach City Hall Front Lobby Reception Desk, 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 AM to 5:00 PM, Monday through Friday, except holidays. **All Bids/Proposals will be publicly opened** at City Hall unless otherwise specified.

Each hard copy Bid/Proposal submitted to the City shall have the following information clearly marked on the face of the envelope: Bidder's/Proposer's name, return address, solicitation number, due date for Bids/Proposals, and the title of the solicitation. If the Solicitation Summary is not included in the package, the City may deem the Bid/Proposal non-responsive. Bids/Proposals must contain all information required to be included in the submittal, as described in this Solicitation.

Solicitation No.:

Solicitation Title:

Due Date and Time:

Name of Bidder/Proposer

**SUBMITTAL SIGNATURE PAGE**

By signing this document, the Bidder/Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Prompt Payment Terms:  %  days' net  days

Signature:

(Signature of authorized agent)

Print Name:

Title:

Date:

By signing this document, the Bidder/Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS BID/PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S/PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS BID/PROPOSAL.**

**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name:

Title:

Date:

Signature:

## Question and Answers for Bid #RFP No. 2022-013 - Emergency Debris Removal Monitoring

### Overall Bid Questions

There are no questions associated with this bid.