



The City of Delray Beach
100 NW 1st Street
Delray Beach, FL 33444

PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS

RFP NO.: RFP2018-001

TITLE: DISASTER AND DEBRIS MANAGEMENT SERVICES 990-60
DUE DATE AND TIME: June 19, 2018 2:00 P.M., (LOCAL TIME)

INSTRUCTIONS

Sealed Proposals must be received on or before the due date and time (local time) at the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1st Street, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

All Proposals will be publicly opened at City Hall unless otherwise specified. Each Proposal submitted to the City shall have the following information clearly marked on the face of the sealed package: Proposer's name, return address, RFP number, due date for Proposals, and the title of the RFP. Included in the envelope shall be a one (1) original hard copy to include a signed original Solicitation Summary, five (5) duplicate hard copies, and 1 electronic version of your Proposal on CD or a USB thumb drive in a usable PDF format. If the Solicitation Summary is not included in the package as a hard copy, the City may deem the Proposal non-responsive. Proposals 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) Purchasing webpage on the City of Delray Beach [website](#); (b) BidSync – www.bidsync.com; (c) Request via email purchasing@mydelraybeach.com; (d) Hard copies are available at City Hall.

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 agent or representative of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between

information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

CONTACT

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department at purchasing@mydelraybeach.com. Requests for clarification and additional information must be received by the Deadline for Submission of Questions on June 12, 2018 by 5:00 P.M. local time.



The City of Delray Beach
100 NW 1st Street
Delray Beach, FL 33444
LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS NO. 2017-001
Disaster and Debris Management Services

The City of Delray Beach is seeking Proposals from qualified firms for Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals.

Request for Proposals documents are available beginning May 16, 2018 on the Purchasing Department webpage of the City of Delray Beach website at http://www.mydelraybeach.com/business/purchasing_department.php or by contacting the City Purchasing Department at purchasing@mydelraybeach.com or by phone at 561-243-7129.

Sealed Proposal packages must be clearly marked "RFP2017-001, "Disaster and Debris Management Services", and delivered to the City of Delray Beach City Hall, Front Lobby Reception Desk, 100 N.W. 1st Avenue, Delray Beach, Florida 33444. The deadline for submission of Proposals is June 19, 2018, at 2:00 p.m. local time. At that time, the Proposals will be publicly opened, and the names of Proposers read aloud at City Hall. **Late Proposals will not be accepted and will be returned to the sender.**

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.

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 A Pre-Proposal Conference will be conducted May 30, 2018, 2:00 P.M. local time

City of Delray Beach City Hall,
First Floor Conference Room
100 N.W. 1st Avenue
Delray Beach, FL 33444

Submission of a Proposal shall constitute an acknowledgement by the Proposer that it has thoroughly examined and is familiar with the requirements of this Solicitation package.

The failure or neglect of a Proposer to examine the Solicitation package shall in no way relieve the Proposer of any obligation with respect to its Proposal or the requirements of the contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant contract.

END OF SECTION 1

SECTION 2 PROJECT OVERVIEW

- 2.1 The City of Delray Beach, Florida, is soliciting Proposals from qualified Proposers for Disaster and Debris Management Services.

- 2.2 History / Background Info

The City of Delray Beach is in Palm Beach County, Florida. It is a coastal community bordered by the cities of Boca Raton, Boynton Beach, Highland Beach, Gulfstream, and unincorporated Palm Beach County. The City's main roadways include Atlantic Avenue, Linton Road, Congress Avenue, Military Trail, State Road A1A, and US 1.

The City may experience massive destruction from the impacts of hurricanes, violent storm spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, the efficient and effective recovery of debris is paramount following a disaster event. The City has highly rated recreational programs, as well as police and fire services. Therefore, the City is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.

The City's current contract for these services will expire November 30, 2018, and there are no available options to renew. A new contract is needed to maintain continuity of service.

- 2.3 The City intends to award a contract for five (5) years with the option to renew for an additional five (5), one years, at the City's sole discretion.
- 2.4 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.

END OF SECTION 2

SECTION 3 GENERAL TERMS AND CONDITIONS

3.1 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 Proposals, 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 Proposals.

3.2 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 limit and requires documentation of communications between potential bidders and/or bidders on City Solicitations, the City's professional staff, and the City Council members.

3.3 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.

3.4 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.

3.5 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.

3.6 WITHDRAWAL OF PROPOSAL

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.

3.7 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.

3.8 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.

3.9 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.

3.10 PREPARATION OF PROPOSALS

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

3.11 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.

3.12 AWARD OF CONTRACT

- i. 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.
- ii. 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.
- iii. 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.
- iv. The City will provide a copy of the ranking and scores to all Proposers responding to this Solicitation.
- v. Award of this Proposal may be predicated on compliance with and submittal of all required documents as stipulated in the Solicitation.
- vi. 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.

3.13 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.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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 no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of initial posting of the intended award. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure.

c. In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 SHIPPING TERMS

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

3.24 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.

3.25 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.

3.26 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.

3.27 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.

3.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Request for Proposals (RFP) 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."

3.29 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

3.30 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.

3.31 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.

3.32 OFFICE OF THE INSPECTOR GENERAL

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.

3.33 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.

3.34 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.

3.35 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.

3.36 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.

3.37 COMPLIANCE WITH FEDERAL STANDARDS

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).

3.38 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.

3.39 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.

3.40 SEVERABILITY

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

3.41 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.

3.42 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.

3.43 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.

3.44 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.

3.45 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.

3.46 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.

3.47 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.

3.48 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.

3.49 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.

3.50 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.

3.51 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.

3.52 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.

3.53 OTHER GOVERNMENTAL AGENCIES

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.

3.54 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.

3.55 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.

3.56 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.

3.57 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.

3.58 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.

3.59 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.

3.60 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.

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.

3.61 TAXES

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

3.62 PROPOSER'S COSTS

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

3.63 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.

3.64 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.

3.65 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.

3.66 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 3

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified firms who can provide disaster and debris removal services.

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

4.2 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 the Proposer or its principals have successfully provided services similar in scope and complexity to a municipality, quasi-governmental organization, or a private organization.

4.3 LIMITATIONS

Intentionally Omitted

4.4 RECORDS, ACCOUNTS, AND STATEMENTS

The successful Proposer shall keep on its premises, or such other place approved by the City in writing, 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.

4.5 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.

4.6 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 shall provide the successful Proposer thirty (30) days' written notice of default. If the problem that is the basis for the written notice 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 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.

4.7 INSURANCE

The selected Proposer shall not commence any performance pursuant to the terms of this RFP 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).

- 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.
- e. PRODUCTS/COMPLETED PRODUCTS OPERATIONS
Products/completed products operations with limits of not less than Two Million Dollars (\$2,000,000) 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. 1st Ave., Delray Beach, FL 33444.

4.8 PERFORMANCE BOND/LETTER OF CREDIT

The selected Proposer shall execute and deliver to the City, at the time of notice to proceed or when a purchase order is issued, within five (5) days after contract award, a Performance Bond or Unconditional Irrevocable Letter of Credit payable to the City, in the total amount of the **Proposer's bid amount**, as surety for faithful performance under the terms and conditions of the Contract at the Proposer's cost.

4.9 BID BOND/GUARANTY

Each bid must be accompanied by a certified check or cashier's check for a bid guaranty in an amount equal to 5 percent (5%) of the proposed price. The certified check, cashier's check or bid bond shall be made payable to the City of Delray Beach, Florida.

If the awarded Bidder fails or refuses to execute the Agreement or provide the necessary certificates of insurance, or Performance Bond following award, within the timeframes set forth, the City shall retain the entire bid guaranty and disqualify the Bidder.

4.10 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 Selected Proposer 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.

4.11 METHOD OF PAYMENT: MONTHLY INVOICES

The selected Proposer shall submit an invoice to the City, each month, after the services have been performed and have 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 Selected Proposer'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 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 Selected Proposer.

4.12 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.

4.13 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 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 4

SECTION 5 SCOPE OF SERVICES

5.1 GENERAL INFORMATION AND BACKGROUND

The City of Delray Beach, Florida ("City") is seeking proposals from qualified firms, hereinafter referred to as the Proposer or Debris Management Contractor ("DMC"), to provide Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City.

The DMC may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. The City retains the right to obtain similar services from additional contractors.

5.2 BASIC SERVICES

The following is a list of the basic services the City requires the selected Proposer to provide but not be limited to.

- i. Debris management plan preparation
- ii. Training for City staff
- iii. Participation in exercises
- iv. Serving as a liaison in the City's Emergency Operation Center
- v. Large scale debris removal
- vi. Separation
- vii. Storage
- viii. Processing and disposal
- ix. Managing and operating temporary Debris Management Sites
- x. Demolition and Demolition debris removal
- xi. Hazardous waste handling
- xii. Tree trimming
- xiii. Stump grinding and removal
- xiv. Marine salvage operations
- xv. Waterway debris clearing
- xvi. Sand removal from roads
- xvii. Streets and rights of way
- xviii. Emergency Bem Construction
- xix. Provision of ice, water and generators
- xx. Project Management assistance

xxi. Assistance with Federal and State reporting and reimbursement efforts

The Selected Proposer will assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be advise the City concerning its responsibilities pursuant to the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. The DMC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

DMC will work under the direction of the City's Contract Manager. The City Manager or designee will issue a "Notice to Proceed" to start work and a "Notice to Reduce Resources and to End Work". All payments under the contract resulting from this RFP shall be made for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified herein, uses industry best practices for the State of Florida, is normally and routinely engaged in performing such services, and is properly and legally licensed to perform such work. In addition, the Proposer must have no conflict of interest with regard to any other work performed for the City of Delray Beach.

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

5.3 ADDITIONAL INFORMATION

To assist Proposers with their preparations, the City has attached to this Solicitation the following Exhibits.

Exhibit A:	Definitions
Exhibit B:	Fee Schedule
Exhibit C:	Equipment Requirements
Exhibit D:	FHWA 1273
Exhibit E:	23 CFR 635.410
Exhibit F	Code of Federal Regulations

This information is provided for informational purposes only, and while the City has made reasonable efforts to ensure the validity of the information, the City makes no claim as to its accuracy.

5.4 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.

5.5 GENERAL REQUIREMENTS

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

required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

- VII. DMC shall provide a "Clean As You Go Policy" and supervise and enforce such policy during debris management operations.
- VIII. DMC shall provide the following annual services at the DMC's expense:
 - a. DMC shall attend and participate in an annual meeting with the City, usually held in May.
 - b. DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the City.
 - c. Upon request, DMC shall annually 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.
 - d. DMC shall provide phone consultations and reference information to City staff upon request.
- IX. DMC shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- X. DMC shall be paid for any special tasks requested in writing by the City and as agreed to by DMC and the City based on the hourly rate schedule contained herein.
- XI. To the extent required by applicable federal and state regulations, the City must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the City reasonably objects. DMC shall supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- XII. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Palm Beach County the first opportunity when awarding subcontracted work.

5.6 DEBRIS REMOVAL

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

- I. **FEMA Compliance** – DMC shall work closely with the City's Debris Monitor to ensure that all work is FEMA compliant and all documentation is properly obtained, including GPS

coordinates and photos. DMC's failure to utilize federally approved documentation while performing work may result in nonpayment of services to the DMC by the City.

- II. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Exhibit B, Sections B and C, on the **Fee Proposal Form**. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- III. **Debris Removal from Public Rights-of-Way** – As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.
- IV. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the City, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the City's Contract Manager.
- V. **Stump Removal, Backfill and Haul** – As identified and directed by the City, DMC shall remove Hazardous Stumps, haul each stump to a designated site and backfill each stump hole with compatible material as determined by the City and DMC. Each stump shall be inspected by City and DMC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in **FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility**, dated May 2007, or any subsequent edition as may be amended. All stumps that are in the public rights-of-way but not in the ground shall be picked up, or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain City or FEMA review and approval.
- VI. **Leaning Trees and Hanging Limbs** – DMC shall trim, cut and/or fell leaning trees, 60% or more with City approval, (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property

shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

- VII. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.
- VIII. **Removal from Waterways and Drainage Systems** – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- IX. **Security of Debris during Hauling** – DMC shall secure debris on or in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- X. **Damage by DMC** – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the City. In the event DMC fails to respond in a timely manner, the City may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.
- XI. **Eligibility of Debris** – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the City by that truck during that day.
- XII. **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed

chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

- XIII. **Interference with Disaster Recovery Efforts** – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- XIV. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- XV. **Monitoring of DMC Removal Activities** – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

5.7 RESIDENTIAL DROP –OFF SITES

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

5.8 ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- I. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- II. **Removal of Vehicles and Vessels** – DMC, as directed by the City, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager.
- III. **Dead Animal Carcasses** – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- IV. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White

Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.

- V. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- VI. **Emergency Potable Water** – DMC shall provide the City with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- VII. **Emergency Ice** – DMC shall provide the City with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- VIII. **Other Services as Requested** – DMC shall also provide other related services as requested by the City.

5.9 DOCUMENTATION MANAGEMENT AND SUPPORT

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

- I. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- II. Each load ticket shall contain the following information:
 - a. Prime Contractor name.
 - b. City contract/Disaster number.
 - c. Load ticket number.
 - d. Sub-Contractor name.
 - e. Truck Driver name.
 - f. Date and time of pick up.
 - g. Date and time of delivery.
 - h. Pick up location (street address or primary street between specific areas).
 - i. Loading Zone Number.
 - j. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.).
 - k. Truck ID number and capacity.
 - l. Total cubic yards picked up.
 - m. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.).
 - n. Delivery site.
 - o. Load Monitor Printed Name and Signature.
 - p. Dump Monitor Printed Name and Signature.

- q. GPS location.
- 5.10 Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- 5.11 DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "City of Delray Beach Emergency Debris Contractor" and the DMC's name.
- 5.12 DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 5.13 DMC will work closely with the City and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the City in preparing Federal and State reports and applications for reimbursement, including training agency/departments employees. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.
- 5.14 DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 5.15 DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of the material type, quantity, location for where material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.
- 5.16 STAFF AND EQUIPMENT REQUIREMENTS
 - I. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.

- II. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- III. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The City expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder.
- IV. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.
- V. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
- VI. DMC must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- VII. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- VIII. Prior to start of work, DMC shall submit, electronically and in hardcopy to the City and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.
- IX. Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- X. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All

trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

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

5.17 REPORTING

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

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

- iii. **Damage Reports** - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- iv. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- v. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the City, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DMC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the City.
- vi. **Report Maintenance** – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.
- vii. **Stafford Act Reimbursement** – DMC will assist the City and any other City contractor with creating any and all documents and reports regarding reimbursement pursuant to the Stafford Act.

5.18 OTHER OPERATIONAL CONSIDERATIONS

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

appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

5.19 TECHNICAL ASSISTANCE

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

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

5.20 PRICING

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

- i. Bid prices assume the distance between the pickup location and TDSR Site. Invoices to be paid based on incoming load tickets.
- ii. Bid prices assume the distance between the TDSR Site or other designated location and final disposal site. Invoices to be paid based on outgoing load tickets.
- iii. Selected Proposer will pay disposal fee, if applicable, at final disposal site(s) and bill the City at cost. Selected Proposer will likewise reimburse City for any revenue received for salvaged or recycled materials.
- iv. Only for stumps requiring extraction from rights-of-way, including backfill, etc. to be priced using **Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11** dated May 15, 2007, or any subsequent edition.
- v. In addition, the Selected Proposer shall provide hourly labor and equipment rates for the items listed in **Exhibit B "Fee Schedule"**.

END OF SECTION 5

SECTION 6

RESPONSE REQUIREMENTS

6.1 SUBMITTAL REQUIREMENTS

In response to this Solicitation, the Proposer should return one (1) signed original Solicitation Summary and an accessible electronic copy of your Proposal on CD or USB thumb drive, of the entire completed Proposal Submittal Package. 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.

6.2 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.

- B. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter
- C. Licensure requirements
 - i. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
 - ii. List appropriate licenses as issued by Palm Beach County.
- D. Proposer has provided disaster and debris management services for a minimum of three (3) clients since November-2015. Provide the following information for the three (3) qualifying clients.
 - i. Name of client
 - ii. Location (City/State)
 - iii. Client contact name
 - iv. Contact phone
 - v. Contact email
 - vi. Project dates (Start/End)
- E. 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.

- F. Proposer has no reported conflict of interests in relation to this RFP.

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 RFP 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 AND REFERENCES

- A. Years in business.
- B. Provide a brief description of Proposer's team, the organization, its structure and philosophy.
- C. Provide Proposer's years of experience in _____ services.
- D. Describe Proposer's experience in Disaster and Debris Management services for other government agencies that included the following: Debris removal, debris site management, hanger/leaner program, stump removal program.
- 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. Describe any significant or unique awards received or accomplishments in previous similar projects.
- G. 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.
- H. Provide a minimum of five (5) client references for projects with similar scope that are agreeable to responding to an inquiry by the City. References should include the following information:
- I. Name and type of storm event or disaster
 - II. Client name
 - III. Client address

- IV. Client contact name
 - V. Client contact phone and fax numbers
 - VI. Client contact email address
 - VII. Description of all services provided
 - VIII. Performance period
 - IX. Total amount of contract
 - X. Total amount of Debris you collected (measured in cubic yards)
 - XI. The total amount of Debris you collected from public Rights – of – Way
 - XII. The total dollar amount of your work that was reimbursed to your client
 - XIII. The total dollar amount of Debris you handled at Temporary Debris Staging and Reduction Sites
- I. Each Proposer must identify each City and county in Florida that currently has a contract with the Proposer of disaster recovery and debris removal services should include the following information:
- I. Client name
 - II. Client contact name
 - III. Client contact phone
 - IV. Client contact email address

TAB 5 - APPROACH AND CAPACITY

- i. Provide a narrative of the proposed approach and methodology for engaging with City representatives while in the course of performing the duties.
- ii. The overall approach to delivering the Scope of Services and any strategies Proposer proposes to implement.
- iii. Details of implementation plan and schedule.
- iv. 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.
- v. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How the proposer physically plans on attending pre-scheduled meetings
 - c. How the proposer plans on ensuring accessibility and availability during the term of the Agreement
 - d. 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.
 - e. 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.
 - f. Submit an organizational diagram clearly identifying key personnel as well as other staffing resources that are designated to provide services to the City and indicate their functional relationship to each other.

TAB 6 - EQUIPMENT

Each Proposer must provide information demonstrating that the Proposer will be able to dedicate sufficient vehicles and equipment and other resources to perform the work requires under the City's Agreement.

Each Proposer must identify and describe the resources it has available to serve the City, including its equipment and vehicles. For each vehicle and piece of equipment, please identify the make, model, identification number, and load capacity (measure in cubic yards), if applicable. Also identify the steps that have been or will be taken to obtain additional vehicles and equipment, if needed.

If the Proposer currently owns or leases locations that have been fully permitted to function as a Temporary Disaster Storage and Reduction Site (TDSRS), and the Proposer intends to use these locations to temporarily store, reduce, segregate, and/or process Eligible Debris for the City, then the Proposer must identify the following:

- a. Name
- b. Location
- c. Capacity of TDSRS

The Proposer also must state whether it intends to use these locations to temporarily store, reduce, segregate, and/or process Eligible Debris for other clients in addition to the City. The Proposer must indicate any current or proposed uses for these locations.

TAB 7 – ATTACHMENTS

All Attachment/Forms and Affidavits required by this Solicitation shall be fully executed by the Proposer and submitted as shown in Section 9 of this Solicitation.

END OF SECTION 6

SECTION 7 THE EVALUATION PROCESS

7.1 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.

7.2 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 RFP.

7.3 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	30
b. Expertise and Ability	30
c. Operational Plan	25
d. Interviews (if conducted)	5
e. Fee Proposal	10

7.4 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.

7.5 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.

7.6 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.

7.7 CONTRACT AWARD

Any contract resulting from this Solicitation will be submitted to the City Manager or designee, and the City Council 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 7

SECTION 8

PRICING INFORMATION

8.1 PRICING PROPOSAL

Proposers must state the prices, fees, and rates that will be charged to the City for performing the proposed services. The pricing information provided should include disaster and debris management services and any other fees or prices the Proposer will charge the City for Disaster and Debris Management Services

The pricing information shall be clear and unambiguous to allow the City's Selection Committee/Evaluation Team to compare the prices from the different Proposers as "apples to apples". Pricing that is unclear and ambiguous may be determined by the City to be grounds for rejection of the proposal.

Complete Exhibit B Fee Schedule

SECTION 9 PROPOSAL SUBMITTALS

9.1 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.

- 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)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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 _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

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: _____

Prompt Payment Terms: _____% _____ days' net _____ days

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 1ST STREET, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: CITYCLERK@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 Proposer, 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 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__.

_____	_____
(Witness)	(Principal) (Seal)
_____	_____
(Witness)	(Title)
_____	_____
(Witness)	(Name of Insurer) Surety (Seal)
_____	By: _____
(Witness)	(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 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 preceding 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__.

_____	_____
(Witness)	(Principal) (Seal)
_____	_____
(Witness)	(Title)
_____	_____
(Witness)	(Name of Insurer) Surety (Seal)
_____	By: _____
(Witness)	(Attorney-in-Fact)

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 1st 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 "PBG") 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 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 10
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 1st 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.2018-001, 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. 2018-001 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 Invitation to Bid.

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 1st Street
Delray Beach, Florida 33444
Attn: City Manager
Email: lauzier@mydelraybeach.com

ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney
Email: LohmanM@mydelraybeach.com

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)

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

Executed by the City this _____ day of _____, 20__.

CITY OF DELRAY BEACH, FLORIDA

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
_____, City Attorney

Executed by the Contractor this _____ day of _____, 20__.

By: _____

Print Name: _____

Title: _____

WITNESS

By: _____

Print Name: _____

WITNESS

By: _____

Print Name: _____

SECTION 11

EXHIBITS

11.1 EXHIBITS

- i. Exhibit A: Definitions
- ii. Exhibit B: Fee Schedule
- iii. Exhibit C: Equipment Requirements
- iv. Exhibit D: FHWA 1273
- v. Exhibit E: 23 CFR 635.410
- i. Exhibit F: Code of Federal Regulations

SECTION 12
SOLICITATION SUMMARY

The City of Delray Beach
100 NW 1st Street
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 2018-001
Title:	Disaster and Debris Management Services
Due Date and Time:	June 19, 2018, 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.