

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. **Defined Terms**

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

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

First Ranked Proposer: That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation, the Procurement Official shall include in

any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in any recommendation for award, or any RFP award, or IFB award to said potential vendor or vendor's representative being deemed void or voidable. The potential vendor or vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other

penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 Sub-Contractors Terms
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to

inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.
- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or

exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.

- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Coconut Creek.
- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.
- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.
- 12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid

after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder

under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.

- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Insurance

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

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

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or

demonstrations as specified by the City may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as

necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

services rendered under this contract shall be those of the Contractor.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion, may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

28. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to

30. Safety

30.1 Job Site

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

- 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, *Florida Statutes*. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from

the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), *Florida Statutes*, as amended from time to time, Contractor certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Fla. Stat., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, Consultant shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Consultant does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- e) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that

its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

39. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

42. Choice of Law and Venue

The Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of the Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

43. Gratuities and Kickbacks

43.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

44. Protest Process

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed

within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten (10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total

amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the term "trade secrets" or "proprietary confidential business information," Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records

46. Anti-Discrimination

That Proposer shall for itself, its personal representatives, successors in interest, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or

expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) No employee or applicant for employment on the ground of race, color, religion sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this solicitation with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this solicitation.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

48. E-Verify

48.1 Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 48.2 Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees.

Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek; and
- c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later*

than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

49. Scrutinized Companies pursuant to Section 287.135 and 215.473, Florida Statutes

49.1 Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended.

50. Jury Trial Waiver
PROPOSER AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

51. Anti-Trust Violations; Denial or Revocation under Section 287.137, Florida Statutes
 Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida)

following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By submitting this Bid, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

52. Severability; Waiver of Provisions

Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.

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SECTION II

SPECIAL TERMS AND CONDITIONS

1. Point of Contact

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Procurement Analyst. For Information concerning procedures for responding to this solicitation, and to register to the City's eBid system contact Lorie Messer at 954-956-1584 or email at procurement@coconutcreek.net.

For all other questions and request for information that would or would not materially affect the scope of services to be performed of the specifications, or for clarification please utilize the "Questions Tab" provided by IonWave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFP.

The City shall not be responsible for oral interpretations given by any City employee or its representative.

2. Proposal Format

The proposal shall contain four (4) sections:

Section 1 - Operational Plan for the City

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

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

Section 2 - Qualifications and Experience

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number.

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

- a. Proposer's background, including the number of years the firm has been in existence; the number of years involved with emergency debris monitoring; principals of the company; organization of the management team; and the firm's history and experience working with the proposed joint venture or major subcontractor(s).

- b. List of the name, title or position, and project duties of those persons who will have a management or senior position working with the City if awarded this contract. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed.
- c. Clearly describe the ability to perform the scope of services proposed including a work plan with an explanation of the methodology to be followed to perform the services required of this proposal.
- d. Describe your firm's knowledge and experience with programs, procedures, and reimbursement guidelines of FEMA, FDOT, FDEP, FHWA, NRCS, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- e. Description of the Proposer's experience and success in filing and receiving federal (FEMA, FHWA, etc.) and state reimbursements for disaster recovery work.

Note: The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

Section 3 - Resources and Availability

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

- 1. List of all current contractual obligations within Florida for similar disaster monitoring services and the Contractor's management and supervisory personnel assigned to or proposed for each contract. The Proposer should explain its plan for managing multiple contracts in the event of a regional or statewide emergency, and the company's ability to respond to the City with the full force of manpower committed in its proposal.
- 2. Proposer's Balance Sheet and Statement of Profit and Loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.

Section 4 - References and Past Performance

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

- a. Proposer shall provide a list of at least five (5) clients that Proposer has provided similar services in the past six (6) years, at least two (2) of which are governmental entities.

For each client reference, include:

- 1. Project name and location
 - 2. Scope of services provided
 - 3. Cost of project
 - 4. Contact person, title, business address, telephone and email address
 - 5. Start and completion date of the contract
- b. Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least two (2) government entities with a population of at least 50,000.
 - c. List of all government agencies in Florida for which the Proposer provided emergency debris monitoring services within the last six (6) years. Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary Contractor. Proposer should provide the following information for each agency; government agency name, address and phone number; project/event title; contact person and telephone number;

- contract term; performance period; total amount of services provided in each year; and brief description of the work completed.
- d. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
 - e. List of all judgements from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

Note: Proposer is responsible for verifying correct phone numbers, emails and contact information. Failure to provide accurate data may result in the reference not being considered.

3. Competency of Proposers

Proposals shall be considered only from firms that have the expertise in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence that they have established a satisfactory record of performance for a reasonable period of time.

4. Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Proposer agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Proposer shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

5. Performance

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

6. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	Sunday, April 23, 2023
Non-Mandatory Pre-Proposal Meeting	N/A
Last Date of Receipt of Questions (5:00 PM EST)	Wed., May 10, 2023
Addendum Release (if required)	Thur., May 11, 2023
Proposals Due (11:00 AM EST)	Wed., May 24, 2023
Compliance Review	Thur., May 25, 2023
Selection Committee Evaluations/Short List	Tue., June 13, 2023
Oral Interviews/Selection of 1 st Ranked Proposer(if applicable)	TBD
Contract Negotiations with 1 st Ranked Proposer(if applicable)	TBD

Commission Award of Contract

Thur., July 13, 2023

7. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- a. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Proposal Submission

- 8.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 250MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 250MB being the maximum file size.
- 8.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation.
- 8.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 8.4 Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 8.5 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any

person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

- 8.6 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.
- 8.7 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 8.8 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 8.9 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

9. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

Criteria

- 1) Operational Plan for the City
- 2) Qualifications and Experience
- 3) Resources and Availability
- 4) Past Performance
- 5) Price

- 9.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.
- 9.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City in achieving the study or project, and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

9.3 While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City.

10. Review of Proposals for Responsiveness

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

11. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

12. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

13. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. The City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will 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.

14. Award of Contract

- 14.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) or more Proposers if the City deems it is in its best interest.
- 14.2 The Contract will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 14.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award is in the best interest of the City and shall be final.
- 14.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 14.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

15. Contract Term

- 15.1 The initial contract period shall be for four (4) years. The City reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 15.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

16. Price

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services and shall submit prices electronically through the eBid System "Line Items" tab. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

17. Cost Adjustments

- 17.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.
- 17.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

18. Insurance Requirements

If the Contractor is required to go on to City of Coconut Creek property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. Throughout the term of this Contract, Successful Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all times, insurance as follows:

18.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

18.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

18.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage

including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

18.4 Professional Liability / Errors and Omissions Coverage

If the Contractor is to provide professional services under this Agreement, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract.

Contractor acknowledges that the City is relying on the competence of the Contractor to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Contractor's negligent errors and omissions, Contractor shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

18.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

18.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

19. Dispute Resolution

19.1 Dispute Resolution Process

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.
- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.

20. Inspection, Direction, and Payment

- 20.1** The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract.
- 20.2** Contractor shall submit invoice after each event. The City shall pay the Contractor the amount due within thirty (30) days after approval of said invoice by the Public Works Director or designee.
- 20.3** If, at any time during the Contract, the City shall not approve or accept the Contractor's work performance, and an agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the services provided.
- 20.4** The City of Coconut Creek, without invalidating the Contract may make changes to increase or decrease services and/or locations as required. Such work shall be executed under the conditions of the original Contract.
- 20.5** It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities which may be disturbed or damaged due to Contractor's neglect or maintenance operations.

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SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Scope of Contracted Services

The City of Coconut Creek is actively seeking proposals from qualified firms to provide Emergency Debris Monitoring Services and the associated services that are required pre-event, post-event and as needed by the City as a result of a hurricane or other natural or man-made disaster, as required in full accordance with the specifications, terms, and conditions contained in this RFP. The Successful Proposer (Contractor) shall be responsible for monitoring the recovery efforts of the City's Disaster Debris Management Services Contractor (DDMSC) in the field and in accordance with appropriate Federal, State, and local agencies policies and guidelines including but not limited to the Federal Emergency Management Administration (FEMA) and Florida Division of Emergency Management (FDEM). Though the contract will not be contingent upon Federal, State, or local agency reimbursement, the Contractor, at all times during the term of this agreement shall meet Federal, State, and local agency requirements so as not to preclude the City from receiving potential funding/reimbursement should it be available. Such requirements shall include, but not be limited to, prevailing wage requirements, requirements related to the percentage of work performed by firm's staff, M/WBE requirements, etc.

The Contractor shall be responsible for providing all services required to execute, manage, collect data, report data, billing processes, auditing processes and related services as required to the City for a highly effective Debris Monitoring Program and other related emergency management services. The Contractor shall monitor the DDMSC's progress and suggest and assist with implementing recommendations to improve efficiency.

The Contractor shall have experience in the Federal Emergency Management Public Assistance Program (FEMA-PA) and the Federal Highway Administration Emergency Relief Program (FHWA-ER), and other applicable federal, state, and/or local programs to assist the City and its Emergency Response and Recovery efforts. Proper documentation by the Contractor as required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

Also the Contractor will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the City. Other services may include facilitating communication with FEMA, FHWA, NRCS, the State of Florida, and other Federal, State, County, and Local Agencies, and coordination with state insurance representatives.

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

The work will begin upon authorization by the City. No guarantee on minimum or maximum amount per items bid is made under this Contract.

2. Definitions

City means the City of Coconut Creek or the City Commission, for whom work is to be conducted pursuant to this RFP and contract.

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

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

C&D means Construction or Demolition Debris.

Disaster Debris Management Services Contractor (DDMSC) means the firm under contract with the City to provide Disaster Debris Management Services and its subcontractors.

Eligible Debris means debris resulting from a declared disaster whose removal, as determined by the appropriate Federal, State, and local agencies having jurisdiction including but not limited to FEMA, FDEM, NRCS, Broward County, and/or the City of Coconut Creek is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

FDEM means Florida Division of Emergency Management.

FDEP means the Florida Department of Environmental Protection.

FDH means Florida Department of Health

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA Federal Highway Administration

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

Hanger/Leaners means broken tree parts or tree parts up-rooted and leaning, which constitutes an immediate threat to the safety of the public.

Mixed Debris means a mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metals, household hazardous waste, abandoned vehicles, tires, etc.

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

NTE means Not to Exceed.

NRCS means the U.S. Department of Agriculture's Natural Resources Conservation Service.

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

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

SFWM means the South Florida Water Management District

TDRS Site means Temporary Debris Reduction Site.

Task Authorization means an enhanced description of a specific task that has been approved by the Contract Administrator, and accepted by the Contractor, that supplements the Scope of Services with functional detail and limits on expense and date of completion for that specific task.

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

3. General

General requirements shall include, but not be limited to, the following:

- a. The Contractor shall appoint a Project Manager, fluent in English, who shall be the City's primary point-of-contact and shall be responsible for all services and personnel that are provided by the Contractor.
- b. The Project Manager and other key personnel shall report to the City's Emergency Operations Center (EOC) within eight (8) hours of notification by the City. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The City may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.
- c. Preparing preliminary debris and damage assessments, identifying damaged locations and facilities, providing accurate debris quantities, documenting eligible costs, and describing the physical and financial impact of the disaster.
- d. The Project Manager shall assist the City in developing a Debris Management Action Plan for the specific occurrence. The Contractor shall also assist in other debris recovery planning efforts as necessary, such as identifying adequate TDRS Sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.
- e. The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with the Contractor, DDMSC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.
- f. The Contractor shall provide trained personnel to observe, direct and document the activities of the DDMSC. The Contractor shall be responsible for scheduling work for all its personnel on a daily basis. The Contractor shall assist the City in coordinating work assignments for the DDMSC.
- g. The Contractor shall monitor the DDMSC's progress and record the progress daily, including mapping all streets and locations where debris was collected.
- h. The Contractor shall track and coordinate with City personnel to respond to problems in the field and to citizens' complaints, including commercial or residential property damage claims as a result of debris removal.
- i. The Contractor shall attend one (1) meeting annually and provide one (1) training event, at no expense to the City, for pre-event planning.

- j. Local part-time employees and subcontractor's employees hired, trained and supervised by the Contractor, shall be utilized to the maximum extent practical for field monitoring, TDRS monitoring and data entry. The Contractor will train and/or certify levels of training to the City of Coconut Creek prior to starting.
- k. The contract between the City and the awarded Contractor shall be amended as needed based upon changes regulated by any Federal, State, and/or local regulatory agencies.
- l. Contractor shall be held responsible for the conduct of all their employees and their subcontractors in the field. Contractor shall immediately remove from worksites any employees of Contractor or Contractor's subcontractors that City deems disruptive or counterproductive to the success of the operation.
- m. The Contractor shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for a monitoring center.
- n. The Contractor shall provide technical assistance associated with the need to locate a TDRS. The Contractor shall obtain, on behalf of the City, all necessary Local, State, and Federal permits for any designated TDRS or any other related debris monitoring site.
- o. The Contractor shall coordinate with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractor shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of phone complaints or damage claims. The Contractor shall investigate and assist in documentation of claims.

4. Documentation and Reimbursement

- a. The Contractor shall use load tickets or other approved means of documentation, to track and document the removal and management of Eligible Debris. The Contractor shall ensure that load tickets or other approved means of documentation meet the requirements of any federal, state, or local agencies providing funding/reimbursement assistance. The Contractor shall retain original completed tickets or other approved documentation on behalf of the City, which shall be turned over to the City daily. Copies of completed load tickets or other approved documentation shall also be retained by the Contractor, vehicle driver, subcontractor, and DDMSC.
- b. The Contractor shall maintain a record keeping and monitoring system compliant with all applicable federal, state, and local agencies, and shall document all recovery work to ensure that proper records are maintained for load tickets (or other approved means of documentation) and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared disaster, this shall include documenting times that DDMSC manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs, GPS locations or other means of confirming debris load information for reimbursement purposes.
- c. The Contractor shall assist the City in preparing reports necessary for reimbursement by applicable federal, state or local agencies.
- d. The Contractor shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DDMSC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at the TDRS Site.

- e. Task Authorization costs shall be payable based on a standard of reasonableness, provided, however, that under no circumstances will costs that exceed reimbursable limits acceptable to the City be proposed or approved in a Task Authorization.
- f. Contractor shall collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris monitoring sites prior to opening of these sites. The Firm shall use Global Positioning System (GPS) and Geographic Information System (GIS) technology to obtain, map and provide location/reference data necessary to meet Federal and State funding/reimbursement requirements.
- g. The Contractor shall conduct ongoing environmental data collection per Local, State and Federal requirements for any designated emergency debris monitoring sites.
- h. The Contractor shall provide all technical, clerical, and information technology to complete any and all forms necessary for reimbursement from State or Federal agencies, including but not limited to FEMA, the State of Florida, and the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- i. The Contractor shall maintain digital photo documentation of recovery work on a weekly basis and provide aerial photographs on a monthly basis from beginning to end. Aerial photographs shall be taken from at least three (3) angles. All photographs shall be extremely sharp and clear containing reference boundaries for location identification and shall reflect the condition of the TDRS or other designated monitoring site before, during and after use (operations). Photos shall be provided to City in both digital (.jpg) and hard copy format. All photographs are the property of City.
- j. The Firm shall provide a final debris removal and disaster recovery report to the City, within thirty (30) days of the completion of operations, including, but not limited to, the following information:
 - i. Recommendations for future disaster response strategies, including a proposed mitigation strategy to reduce the City's exposure to and expenses arising from future natural disaster related damages.
 - ii. Copies of manifests, permits, certificates, and related documents.
 - iii. Log books and all other data obtained during the course of the disaster recovery operation.

5. Field Collection Monitoring

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

- a. Contractor shall survey the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps, hangers, leaners, and the management of root balls and associated cavities, hazardous trees, C&D debris, or other potentially hazardous situations. The Contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.

- b. The Contractor shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DDMSC recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
- c. The Contractor shall train all Field Monitors and Supervisors to ensure that proper Federal, State, and Local agency documentation protocol requirements are instituted and followed. The Contractor shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.
- d. Field Monitors and Field Supervisors shall enforce the DDMSC's "clean as you go" policy.
- e. Field Monitors shall continuously inspect the work of the DDMSC to ensure that debris removed is of the proper type and from the areas designated by the City, and to verify the proper loading and compaction of debris into debris recovery equipment. Photographs of debris shall be taken to verify the source and type of debris for reimbursement purposes.
- f. If the Field Monitor finds that the DDMSC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify their Field Supervisor or the Project Manager. All stop work orders must be documented and reported to the City's Contract Administrator.
- g. Field Monitors shall survey their assigned areas for special needs and record detailed information, including photo documentation, specific location, specific threat, and any special circumstances, regarding the following: hazardous stumps, and leaning trees (leaners), as well as hanging limbs (hangers). For hazardous stumps, Field Monitors should also record the stump's diameter measured two (2) feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document and photograph removal of the hazardous stumps, leaners or hangers. This specification is subject to change pending Federal, State, or Local regulatory agency requirements.

6. Site Monitors

- a. The Contractor shall provide Site Monitors for the Temporary Debris Reduction Site (TDRS Site) and/or any other established monitoring site(s). The Contractor shall be prepared for the City to begin hauling debris to the TDRS Site or other designated disposal site within forty-eight (48) hours or as directed by the Contract Administrator after a storm event. Site Monitor responsibilities shall include, but not be limited to, the following:
 - i. Ensure all loads of debris brought to the site by the DDMSC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
 - ii. Photograph loads of debris, as directed by the City, and record load information on the photograph.
 - iii. Collect all load tickets and provide copies of them to the DDMSC's designated personnel.
 - iv. Certify and update the DDMSC's fleet documentation. The Contractor shall obtain from the DDMSC such documentation, including vehicle number, type of vehicle and volume capacity calculation. The Contractor shall certify all debris vehicles at the TDRS Site or other designated monitoring site within forty-eight (48) hours after the storm passes. The Contractor shall update the fleet documents as the DDMSC adds or deletes

vehicles from the collection fleet or when measurement calculations are modified through the random verification process. The Contractor shall also periodically and randomly perform volume capacity verifications of recovery vehicles.

- v. Verify that all DDMSC equipment has been completely emptied prior to leaving the TDRS Site.
 - vi. Observe all vehicles entering and exiting the TDRS Site to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.
- b. The Contractor shall provide or arrange for field operation trailers and generators at the TDRS Site or other designated monitoring site for use by its staff.
- c. The Contractor shall be responsible for the following items at the TDRS Site or other designated monitoring site:
- i. Verify that the site have access control and security.
 - ii. Monitor the type of debris entering the site, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
 - iii. Assist with coordinating the logistics of the site to ensure efficient traffic flow.
 - iv. Conduct periodic safety inspections to ensure the DDMSC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
 - v. Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and the site is closed and secured.
 - vi. Report safety or other hazards to the City.
 - vii. Responsible for all truck certifications and monitoring crews.

7. Other Related Services

The Contractor shall provide other related services as requested by the City, including but not limited to, the following:

- a. To provide appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.
- b. To review the City's existing Comprehensive Emergency Management Plan and make suggestions as may be necessary to improve the overall emergency management operation in accordance with Federal, State, and Local standards and regulations.
- c. To provide assistance in updating the City's Debris Management Plan including, conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.
- d. To carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

8. Contractor Personnel

- a. The Contractor shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the City or of the City's DDMSC.
- b. The Contractor's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, NRCS, FDOT, FDEP and other applicable federal, state or local agency regulations and policies is required. If necessary, Contractor personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.

- i. The Contractor's staffing plan shall include the positions listed below. The Contractor may use other positions as necessary and as approved by the City. All such positions and applicable hourly rates shall be submitted electronically through the City's eBid system.
 - ii. Project Manager: Primary point of contact to City. Tasks include, but are not limited to, overall project coordination and management including, day to day operations of the engagement and regular interaction with City, Contractors, State and Federal Agencies.
 - iii. Operations Manager: Tasks include, but are not limited to, management oversight of all monitoring personnel and field operations, as well as, interaction with City, Contractors, State and Federal Agencies as required.
 - iv. FEMA Coordinator: Tasks include, but are not limited to, on-going interaction with FEMA during and post event. Ensuring FEMA guidelines are being adhered to and providing coordination of reimbursement and Project Worksheet activities.
 - v. Scheduler/Expediter: Tasks include, but are not limited to, coordinating monitoring staff activities, obtaining field supplies monitor dispatching, and data collection.
 - vi. GIS Specialist: Tasks include, but are not limited to, providing GIS mapping, GPS coordination, data management and associated reporting.
 - vii. Field Supervisor: Tasks include, but are not limited to, quality assurance monitoring, resolving disposal site issues, reviewing load ticket accuracy, certifying collection vehicle capacity.
 - viii. Debris Site/Tower Monitor: Tasks include, but are not limited to monitoring trucks that are delivering debris, verifying certification, and recording the type and volume of debris loads.
 - ix. Environmental Specialist: Tasks include, but are not limited to, environmental oversight, baseline and closeout sampling, monitoring of TDRS locations, and TDRS permit coordination.
 - x. Billing and Invoice Analyst: Tasks include, but are not limited to, review and reconciliation of Contractor invoices, and preparation of documentation for FEMA Project Worksheets.
 - xi. Administrative Assistants/Secretarial: Tasks include, but are not limited to typical office/clerical support.
 - xii. Field Coordinators (Crew Monitors): Tasks include, but are not limited to, recording field observations of debris collected by Contractors, initiating load tickets, ensuring debris collected is from within public right of way and hurricane related.
 - xiii. Project Inspectors (Citizen Site Monitors): Tasks include, but are not limited to, monitoring and documentation of debris dropped off by residents and citizens at designated locations.
 - xiv. Data Entry Clerks: Tasks include, but are not limited to, entering load ticket information into database and providing secondary review of data quality.
- c. The Contractor's field personnel shall be identifiable with safety vests, hard hats, safety glasses, and vehicle placards.

9. Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for implementation and completion of this contract. In the event the Contractor wishes to

substitute personnel, the Contractor shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event 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.

10. **Prices Proposed**

Hourly rates shall be in accordance with the rates noted within the Schedule of Proposal Prices and shall include all labor, travel expenses, administrative costs, benefits, material, equipment, tools, service and supervision necessary to properly complete the work as specified herein.

11. **Compliance**

The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SFWMD, NRCS, FDH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, SFWMD, NRCS, FDH, and FHWA policies and procedures and notify the City immediately as changes occur.

Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-Contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

The Contractor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy Americans Act, the National Environmental Protection Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), Americans with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23 USC §114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of Contractors which have been suspended or disbarred.

Selected Contractor shall check work in process to make sure the proper work authorizations, permits and other prerequisites have been received.

12. **FHWA-ER Program and 2 CFR PART 200 Contract Requirements**

- a. The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
 - i. FHWA Form 1273, titled Standard Federal-aid Provisions. [FHWA-1273 Contract Provisions](#)
 - ii. Buy America Requirements;
 - iii. 49 CFR Part 26, Disadvantaged Business Enterprises Program;
 - iv. Americans with Disabilities Act of 1990 (ADA);
 - v. Convict Labor Prohibition; and
 - vi. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - a) Disaster related purchases (those made with a special “disaster purchase order form”) shall never be co-mingled with regular invoices.
 - b) All disaster invoices shall include the location where delivered or where used, if appropriate.

- b. All Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - i. Time cards;
 - ii. Daily work reports for every employee, by each separate FEMA category of work;
 - iii. Daily equipment use, by each separate FEMA category of work;
 - iv. List of all supplies and materials used, by each separate FEMA category of work;
 - v. Includes both prime and sub-Contractors;
- c. All work must be properly grouped according to FEMA damage categories as specified in the contract.
- d. FHWA-ER and 2 CFR Part 200 Program Contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

13. Change Orders

- a. The City, without invalidating this Contract, may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- b. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before work may begin.
- c. No claim against the City for extra work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- d. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- e. The Public Works Director or designee shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the City Attorney, the City Manager, and the Contractor.
- f. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- g. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- h. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- i. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Project Manager not

later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract time will be valid if not submitted in accordance with this Paragraph.

- j. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
 - i. By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
 - ii. When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

14. Final Project Closeout

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

15. Solid Waste Disposal Act

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 of the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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