

INVITATION FOR PROPOSAL

**NUMBER
RFP 12-ES-002**



City of Edgewater

**EMERGENCY DEBRIS
MONITORING SERVICE**

Pat Drost
Accounting Technician

LEGAL NOTICE

Pursuant to approval by the City Clerk, Sealed Proposals for Emergency Debris Monitoring Service will be received until **2:00 p.m., on March 13, 2012** by the City Clerk's Office, City Hall, 104 North Riverside Drive, Edgewater, Florida 32132.

RFP 12-ES-002 "Emergency Debris Monitoring Service"

Services to be provided shall include, but not be limited to the following:

Monitoring debris removal activities related to a Major Event local disaster impacting the City as a result but not limited to tornados, wind storms, tropical storms, hurricanes and brush fires.

A pre-Proposal conference is not applicable for this solicitation.

A non-mandatory mandatory pre-Proposal conference will be held on February 8, 2012, commencing promptly at 10:00 a.m., and will be held in the City Council Chambers, 104 North Riverside Drive, Edgewater, Florida 32132.

If this pre-Proposal conference is denoted as "mandatory", prospective proposers must be present in order to submit a Proposal response.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, and also posted in the Lobby of City Hall on January 23, 2012

PROPOSER'S NON-RESPONSE STATEMENT
RFP 12-ES-002
"Emergency Debris Monitoring Service"

The intent of the City of Edgewater Finance Department is to issue solicitations that are clear, concise, and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Proposers not wishing to respond to this solicitation.

If your firm is not responding to this RFP, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form to City of Edgewater Finance Department, 104 N. Riverside Drive, Edgewater, Florida 32132.

We are not responding to this RFP for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____

Name of Firm: _____
Mailing Address: _____
City, State, Zip: _____
Telephone No: _____
Email: _____

By: _____
Signature of Representative

TABLE OF CONTENTS

1) Introduction/Overview	6
A) Purpose/Objective.....	6
B) Background	6
C) Inquiries.....	6
E) Pre-Proposal Conference	7
F) Projected Timetable	7
2) General Description of Specifications or Scope of Work.....	7
3) City's Right to Inspect	16
4) Terms and Conditions of Contract.....	16
5) General Terms and Conditions.....	17
A) Licenses	17
B) Principals/Collusion.....	17
C) Taxes.....	17
D) Relation of City.....	17
E) Term Contracts	18
F) Termination.....	18
G) Liability	18
H) Assignment	18
I) Lobbying	18
J) Single Proposal.....	18
K) Protest Procedures	19
L) Public Entity Crime	19
M) Conflict of Interest	19
N) Prohibition of Gifts to City Employees.....	19
O) Immigration Reform and Control Act	19
P) Definitions.....	20
6) Instructions for Proposal	21
A) Compliance with the RFP	21
B) Acknowledgment of Insurance Requirements	21
C) Acknowledgment of Bonding Requirements.....	21
D) Delivery of Proposals.....	23
E) Evaluation of Proposals (Procedure)	23
F) Ambiguity, Conflict, or Other Errors in the RFP	24
G) Proposal, Presentation, and Protest Costs	24
H) Acceptance or Rejection of Proposals	24
I) Requests for Clarification of Proposals	25
J) Validity of Proposals	25
K) Response Format	25
L) Proposal Evaluation Committee and Evaluation Factors	27
PROPOSER CHECK LIST	28
CONFLICT OF INTEREST AFFIDAVIT.....	29
DECLARATION STATEMENT	32
INSURANCE REQUIREMENTS	34
SUBCONTRACTOR LISTING	36
FEE SCHEDULE PROPOSAL FORM.....	37

ATTACHMENT 'A' – REQUIRED FEDERAL PROVISIONS FOR EMERGENCY
RELIEF PROGRAM – DEBRIS MONITORING AGREEMENTS 38

**Request for Proposals
RFP 12-ES-002
“Emergency Debris Monitoring Service”**

1) Introduction/Overview

A) Purpose/Objective

As requested by the City Council of the City of Edgewater, the City of Edgewater Finance Department (herein after, “City”) has issued this Request for Proposal (hereinafter, “RFP”) with the sole purpose and intent of obtaining Proposals from interested and qualified firms offering Emergency Debris Monitoring Service that are licensed to practice in the State of Florida. The City would like to obtain the services to provide monitoring services for the city, as a result of but not limited to tornados, wind storms, tropical storms, hurricanes, and brush fires. The successful proposer will hereinafter be referred to as the “Contractor”.

As is more fully explained in Section “6.L” of this RFP, an award, if made, will be made to the best overall proposer(s) whose Proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City will not use any other factors or criteria in the evaluation of the Proposals received. The City, at its sole discretion, may award the proposal to multiple contractors.

B) Background

The City serves an area of 22.44 square miles with a population of approximately 21,394. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2010-2011 and in the City’s Annual Budget for fiscal year 2011-2012. Copies of these documents may be viewed on www.cityofedgewater.org.

C) Inquiries

Direct questions related to this RFP to Pat Drosten, Accounting Technician, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing to pdrosten@cityofedgewater.org. All questions asked, along with the answers will be electronically distributed to firms registered for this solicitation and additionally posted on this site.

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2009-R-18 establishing and adopting the City Purchasing Policy.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

A pre-proposal conference is not applicable for this solicitation.

A non-mandatory mandatory pre-proposal conference will be held on February 8, 2012, commencing promptly at 10:00 a.m., and will be held in the City Council Chambers, 104 North Riverside Drive, Edgewater, Florida 32132.

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with City staff regarding the RFP with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of the RFP as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the City, this will be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as “mandatory”, prospective proposers must be present in order to submit a Proposal response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue RFP Notice	January 23, 2012
Mandatory pre-proposal Meeting	February 8, 2012 @ 10:00 AM
Last Date for Receipt of Written Questions	March 2, 2012 @ 2:00 PM
Proposal Close Date	March 13, 2012 @ 2:00 PM
Evaluation of Proposals	March 20, 2012 @ 10:00 AM
City Council Contract Approval Date	April 2, 2012

2) General Description of Specifications or Scope of Work

Scope of Services

DEBRIS LOADING SITE MONITORS, TEMPORARY DEBRIS STORAGE AND REDUCTIONS SITE (TDSRS) MONITORS, DISPOSAL SITE MONITORS, ROVING DEBRIS MONITORS.

2-1.0 GENERAL

- 2-1.1 The City of Edgewater requires the support of contract debris monitors following a debris-generating event such as a hurricane, storm or other catastrophic event. The contract monitors are necessary to assure Federal agencies emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way and public property, and the debris management sites, and to assure the debris management plan and contracts are effectively and efficiently implemented. The City will assign a Debris Operations Supervisor and will establish and staff a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the Debris Monitoring Contractor.
- 2-1.2 Within forty-eight (48) hours of notification, the Debris Monitoring Contractor shall provide adequate number of professionals and qualified personnel to monitor approximately twenty (20) debris-loading sites, and three (3) debris management sites along with associated roving debris monitors. Additional sites as determined by the City may be added as debris removal efforts increase. The Debris Monitoring Contractor will be required to increase its staffing from this point depending on the severity of the debris-generating event. Likewise, as the debris removal process progresses, monitor staffing requirements, as determined by the City, may fluctuate. The Debris Monitoring Contractor must be prepared to provide debris monitors seven (7) days a week for a minimum of a twelve (12) hour shift.
- 2-1.3 As a part of this proposal, the Debris Monitoring Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work, and must describe how they would hire additional personnel to meet the needs of the City.
- 2-1.4 All monitors provided by the Debris Monitoring Contractor must speak fluent English, have moderate public relations skills, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States and a reliable vehicle. The monitor's vehicle must be acknowledged and covered under the Debris Monitoring Contractor's insurance for collision and liability. In addition, monitors must be capable of working in an outside environment, and be able to climb a staircase or ladder of ten (10) feet in height. Monitors will be required to maintain daily logs of the Debris Removal Contractor's activities and must have adequate writing skills.

- 2-1.5 The Debris Monitoring Contractor warrants all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Debris Monitoring Contractor shall remove from the contract any person the City deems incompetent, careless or otherwise objectionable. Any changes or substitutions in personnel must be made known to the Debris Operations Supervisor.
- 2-1.6 The Debris Monitoring Contractor will provide debris monitors who have the means to communicate via cell phone with the Debris Operations Base, and be able to remain in constant contact with the Debris Operations Supervisor. Debris monitoring personnel must have adequate transportation to and from the debris monitoring sites.
- 2-1.7 The Debris Monitoring Contractor will provide hardhats, safety vests, eye protection, and all other required protective equipment for its employees and/or subcontractors.
- 2-1.8 Equipment (not including transportation) necessary to document the removal of eligible debris from public access roadways, public rights-of-ways, and public property will be supplied by the Contractor.
- 2-1.9 The Contractor will be responsible for the training of its debris monitors. All monitors must be familiar with the Debris Monitoring Contract before initially reporting for work. Field assignment of debris monitors will be at the discretion of the City's Debris Operations Supervisor. Monitors must be prepared to rotate among the debris sites and supply any monitoring needs deemed necessary by the City.

2-2.0 LOADING SITE MONITORING SERVICES

- 2-2.1 The primary function of the Loading Site Monitors is to issue debris load capacity tickets for eligible debris cleared and removed at locations designated by the Debris Operations Base.
- 2-2.2 The requirements for monitors expressed in Section 2-1.0 apply for Loading Site Monitors.
- 2-2.3 The Load Site Monitor will be assigned a debris removal crew to accompany and will be given a load capacity form to complete. The completed form validates where the event-generated debris originated and substantiates the capacity of the crew's truck/trailer, the debris type, and eligibility. Load capacity tickets will be issued in accordance with established procedures, and as a minimum, must contain the crew's truck number, street address, date and type of debris, time of loading, the load capacity and the Loading Site Monitor's signature. The Loading Site Monitor's signature certifies the accuracy of the information documented, and the work performed by the Debris Removal Contractor's crew. The Loading Site Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If the Loading Site Monitor cannot attest to the veracity of the

information documented, the work performed and the eligibility of the debris the monitor will not affix his/her signature to the form and will note the ticket for nonpayment, and will report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

2-3.0 TDSRS MONITORING SERVICES

- 2-3.1 The primary function of the TDSRS Monitor is to complete the load capacity ticket received from the debris removal crew, and to estimate the volume of debris transported to the temporary debris management site for processing and storage. The TDSRS Monitor will also document and quantify the processed outgoing debris.
- 2-3.2 The requirements for monitors expressed in Section 2-1.0 apply for TDSRS Monitors.
- 2-3.3 For incoming debris, the TDSRS monitor will estimate the volume capacity by percentage for each truck and note arrival time. By signing the load capacity tickets, the TDSRS Monitor is estimating the quantity of debris, and attesting to the accuracy of the information documented, and the work performed. A signed and fully completed load capacity ticket is the basis for contract billings. The TDSRS Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If a TDSRS Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.
- 2-3.4 For outgoing processed debris, the TDSRS Monitor will complete a processed debris ticket with the following information; date, time of departure, type of debris, truck driver name, truck number, prime and subcontractor name, and the TDSRS site name. The TDSRS Monitor will estimate the volume capacity by percentage for each truck and affix his/her signature attesting to the veracity of the information. The TDSRS Monitor must retain the necessary copies of the outgoing debris ticket to be returned to the Debris Operations Base at the end of each shift.
- 2-3.5 The City is responsible for resolving issues with the Debris Removal Contractor's crews and other Debris Removal Contractor's personnel.

2-4.0 ROVING DEBRIS MONITOR SERVICES

- 2-4.1 The function of the Roving Debris Monitors is to verify only eligible debris is being removed from designated public rights-of-ways, and public property within assigned debris pickup zones in the City of Edgewater. The Roving Debris Monitors, at the discretion of the City, may supply any

other monitoring needs deemed necessary by the City such as truck volume certification, emergency road clearing, and various debris removal operations.

- 2-4.2 The requirements for monitors expressed in Section 2-1.0 apply for Roving Debris Monitors.
- 2-4.3 The Roving Debris Monitor will complete the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, diameter size of the debris removal item and any future information the reimbursing federal agency may require. The Roving Monitor will also take photos explicitly showing the description and location of each removal. The Roving Monitor signature on the form verifies the work has been performed by the Debris Removal Contractor, and the debris is eligible. The Roving Monitor must retain the necessary copies of the debris removal form to be returned to the Debris Operations Base at the end of their shift. If the Roving Monitor cannot attest to the accuracy of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form and will tag the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

2-5.0 DISPOSAL SITE MONITORS

- 2-5.1 The function of the Disposal Site Monitor is to estimate the volume of the incoming debris load on a percentage basis, and to audit the accuracy and totality of the associated debris ticket.
- 2-5.2 The requirements for monitors expressed in Section 2-1.0 apply for Disposal Site Monitors.
- 2-5.3 For every incoming Debris Removal Contractor vehicle, the Disposal Site Monitor will indicate the estimated volume capacity by percentage arrival time, date and the disposal facility. The Disposal Site Monitor's signature on the form verifies receipt and quantity of the debris at the final disposal site. A signed and fully completed disposal ticket is the basis for contract billings. The Disposal Site Monitor must retain the necessary copies of the disposal ticket to be returned to the Debris Operations Base at the end of each shift. If a Disposal Site Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the Monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in dismissal of said monitor.

2-5.4 The Monitor will visually observe all of the Debris Removal Contractor debris vehicles entering the Disposal facility and will ensure all vehicles exit void of debris.

2-6.0 OPERATIONAL REQUIREMENTS

2-6.1 General Operating Procedures:

The City will retain a Debris Removal Contractor(s) to remove, transport, process, and dispose of disaster-generated debris from the public access roadways, rights-of-ways, and public property within the City of Edgewater. Each load of eligible debris shall be tracked using multi-page load capacity ticket. The Debris Operations Base shall provide the load capacity tickets. The following guidance provides the basic procedure for completing the load capacity tickets. Revised procedures, if necessary, may be established by the Debris Operations Base and shall be followed by the Debris Monitoring Contractor in lieu of the following procedure.

2-6.2 Load capacity ticket:

The Debris Loading Site Monitor is responsible for providing the following information; location, 1st pass, 2nd pass, subsequent pass, FEMA Roadway, FHWA Roadway, time and date of loading, prime and subcontractor names, truck number, the truck driver's name, capacity in cubic yards and the debris classification. The Loading Site Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies of the load capacity ticket, and provide the remaining copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The Loading Site Monitor will maintain a log that contains the information required in Section 2-7.2 of this Scope of Work. If the debris is processed before final deposition, the TDSRS Monitor is accountable for completing the remaining sections of the load capacity ticket. The TDSRS Monitor will not affix his/her signature if the initial loading section of the ticket is incomplete, and will note the ticket number for nonpayment. After verifying the required information is present, the TDSRS Monitor, located in the inspection tower, will estimate the volume of debris contained in the truck or trailer by percentage. Each truck or trailer must have the measured size in cubic yards recorded on the side of the truck or trailer. The TDSRS Monitor will verify the recorded truck or trailer size with the capacity stated on the load capacity ticket, and the type of debris indicated. If any discrepancies occur, the Monitor will not affix his/her signature, and will lot and report the ticket for nonpayment.

For outgoing reduced debris from the debris management site, the TDSRS Monitor will indicate on the ticket, the type of debris, the name of the debris management site, the departure time of the truck, date, the truck driver's name, truck number, the prime and subcontractor name, the capacity of the truck and will estimate the volume of debris. The TDSRS Monitor will sign his/her name in the INSPECTOR block for loading and

will retain the necessary copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The TDSRS Monitor will maintain a log that contains the information required in Section 2-7.3 of this Scope of Work.

For debris hauled directly to the disposal site, the Disposal Site Monitor will first validate the truck number recorded capacity and type of debris noted on the debris ticket provided by the driver, with the incoming debris vehicle. The Monitor will complete the name of the disposal facility, the arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load capacity ticket in the trailer. The estimated volume will be recorded on the load capacity ticket in the DEBRIS QUANTITY ESTIMATE (%) field, and the Disposal Site Monitor will sign his/her name in the INSPECTOR block for dumping. The Disposal Site Tower Monitor's copies will be turned in to the City's Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The original load capacity ticket is the basis for contract billing. The Disposal Site Tower Monitor will maintain a log that contains the information required in Section 2-7.5 of this Scope of Work.

2-6.3 Operational Requirements of Roving Debris Monitors:

Under the direction of the City, the Debris Removal Contractor will also provide various debris removal services such as hazardous stump, hanging limb, and tree removal, and emergency road clearing. The Roving Debris Monitor will ensure only eligible debris from the public access roads, public right-of-ways, and public property is removed by the Debris Removal Contractor. The Roving Debris Monitor is responsible for completing the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, diameter size of the debris removal item, and the Roving Monitor signature which verifies the work has been performed by the Debris Removal Contractor. The Roving Monitor will also take photographs explicitly showing the description and location of each removal to be provided in a digital format. Photographs will be submitted at the end of each shift in electronic format with a log stating the location and ticket number of the removed item. All forms under this scope of work will be provided by the Debris Operations Base.

The Roving Debris Monitor will maintain a log that contains the information required in Section 2-7.7 of this Scope of Work. The Roving Debris Monitor will retain the necessary copies of the debris removal form, and the remaining copies will be given to the crew foreman. At the end of each shift, the Roving Debris Monitor will submit their copies to the Debris Operations Supervisor. All debris removal tickets, used, unused and voided must be turned in at the end of each shift. All Contractor debris removal forms are controlled forms and must not be duplicated. The

original debris removal form is the basis for contract billing by the Debris Removal Contractor.

2-7.0 REPORTING

2-7.1 The Loading Site Monitor will turn in the copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

2-7.2 The Loading Site Monitor will also maintain a daily log that contains the following information:

- a) Loading location
- b) Loading Site Monitor's name
- c) Number of load capacity tickets issued during shift
- d) Starting and ending load capacity ticket numbers
- e) Property damage and Contractor induced damages
- f) Crew number
- g) Any problems encountered

2-7.3 The TDSRS Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

The TSDRS Monitor will maintain a daily log that contains the following information:

- a) TDSRS site
- b) TDSRS Tower Monitor's name
- c) Truck/trailer number and volume of debris hauled into site
- d) Truck/trailer number and volume of debris hauled out of the site
- e) Any problems encountered

2-7.4 The Disposal Site Tower Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused and voided must be turned in at the end of each shift.

2-7.5 The Disposal Site Tower Monitor will maintain a daily log that contains the following information:

- a) Disposal site
- b) Disposal Site Tower Monitor's name
- c) Truck/trailer number and volume of debris hauled into site
- d) Any problems encountered

2-7.6 The Roving Debris Monitor will turn in their copies of the debris removal

form, photos, and their daily log to the Debris Operations Supervisor at the end of each shift. All debris removal tickets, used, unused and voided must be turned in at the end of each shift.

2-7.7 The Roving Debris Monitor will maintain a daily log that contains the following information:

- a) Site quadrant
- b) Roving Monitor's Name
- c) Debris Crew Number
- d) Property damage and Contractor induced damages
- e) Any problems encountered

2-7.8 The Debris Monitoring Contractor shall provide all daily timesheets to the City upon request.

2-8.0 SAFETY

2-8.1 All Debris Monitoring Contract personnel must wear safety equipment whenever on a debris management site. Contract personnel must adhere to all debris management site safety requirements and OSHA Regulations.

2-9.0 OTHER CONSIDERATIONS

2-9.1 The Debris Monitoring Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to the Contractor's activities.

2-9.2 The Debris Monitoring Contractor will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

2-9.3 The Debris Monitoring Contractor shall abide and operate under the following federal acts, regulations and requirements:

- FHWA Form 1273, titled Standard Federal-aid Provisions, must be physically incorporated (not referenced) into all prime and subcontractor contracts.
- Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types
<http://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>
- Buy America
- Disadvantaged Business Enterprises (DBE)
- Americans with Disability Act (ADA)
- Convict Labor Prohibition

2-9.4 Debris removal work and the associated monitoring service on Federal Highway (FHWA) roads must be bifurcated from non-FHWA roads. The Debris Monitoring Contractor will provide separate invoices for services on

the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

4.1 Quantity

Estimated quantity of material to be disposed of is 50,000 cubic yards of yard debris, and 100 tons of construction & demolition debris and white goods. This is an estimation using data from the previous major events.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct Business Tax Receipts, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact Development Services, (386) 424-2400.

B) Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from time of advertisement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Proposal

Each Proposer must submit, with their Proposal, the required forms included in this RFP. Only **one** Proposal from a legal entity as a primary will be considered. A legal entity that submits a Proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFP nor act as part of a

partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, Proposals, or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting proposals, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

P) Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

City: City of Edgewater

Contractor: The Contractor is a person or entity which includes employees, partners, principals, agents and assignees who are a party to this agreement for the purpose of providing services.

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.

Debris Collection Monitor: Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents and assignees that are under contract with the Department to remove storm deposited debris according to federal and state guidelines.

Disposal Site Monitor: A Disposal Site Monitor is the designated Contractor's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

City Debris Manager: A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Emergency Operations Center (EOC): An emergency operations center, or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA roadways and other roadways not on the federal aid system.

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program administered by the Department, is a federal funding source for the work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.

Notice to Proceed (NTP): This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.

Project Manger: The Project Manager is a Consultant who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

Temporary Debris Storage & Reduction Sites (TDSRS): A Florida Department of Environmental Protection authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process.

6) Instructions for Proposal

A) Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this RFP, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's Proposal.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its Proposal, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this Proposal. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with Proposal response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or Bid bond in a sum equal to 5% of the cost Proposal. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Proposers. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No Proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the Proposal closing date thereof. If a Proposal is not accepted within said time period it shall be deemed rejected and the Proposal Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: Bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within

five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All Proposals are to be delivered before 2:00 p.m., local time, on or before March 13, 2012 to:

City of Edgewater
City Clerk
104 N. Riverside Dr
Edgewater, Florida 32132

The City shall not bear the responsibility for Proposals delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept Proposals received after the posted close time only under the following condition:

The tardy submission of the Proposal is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS, DHL, or courier where delivery was scheduled before the deadline.

Proposers must submit one (1) designated original and three (3) numbered exact copies of the Proposal total of four (4).

List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed."

E) Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. Plus there shall be a minimum of three members of the committee, but always an odd number.
2. Request for Proposals issued.
3. Subsequent to the closing of Proposals, the Accounting Technician and Project Manager shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published RFP. In instances where both the Accounting Technician and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Accounting Technician shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of

all such meetings, but no less than (1) day in advance.

4. The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, the City Clerk will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City Clerk shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner. Acceptance of the Proposal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, Proposer shall immediately notify the Accounting Technician, noted herein, of such error in writing and request modification or clarification of the document. The Accounting Technician will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the Proposal or it shall be waived.

G) Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this RFP, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscure or which contains irregularities of any kind may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Accounting Technician to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to a proposal by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP.

Any portions of the Proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP. All copies of the Proposal should be bound and tabbed, preferably in a three (3) ring binder for uniformity and ease of handling. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and

separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

1) Tab I, Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning Proposal. Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

2) Tab II, Qualifications

Provide a description and history of the firm focusing on the following:

- Experience in all aspects of debris monitoring of emergency management green waste hauling and disposal.
- Knowledge and experience with federal, State of Florida and local emergency agencies.
- Recent experience demonstrating debris monitoring activities.
- Experience demonstrating knowledge of environmental requirements.

3) Tab III, Technical Approach

- Provide a narrative description outlining the methods of mobilization/operation plans, operational structure and services to be provided. This description should fully and completely demonstrate the Respondents intended methods for servicing the requirements of the RFP.
- Respondents may offer alternative solutions/options to achieve successful completion of the scope of services detailed herein.

4) Tab IV, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations.

5) Tab V, Required Form Submittals

- Proposer Checklist
- Conflict of Interest
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Fee Schedule Proposal Form

L) Proposal Evaluation Committee and Evaluation Factors

As previously stated, the City Manager shall approve a Selection Committee to review all Proposals submitted in accordance with Statute.

The factors to be considered in the evaluation of Proposal responses are listed below.

- Qualifications, experience and past performance of the Contractor concerning similar projects and assignments;
- Willingness to meet schedule and budget requirements;
- Volume and quality of work previously awarded to the firm;
- Current contracts awarded to the firm and ability to respond to the needs of the City;
- Proposal price

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City's option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

The City, at its sole discretion, may award one or more contracts based on the proposals received and the impact of natural disaster. If more than one award is made, such award will be to the lowest proposer, then to the next lowest proposer(s) using the same criteria above.

ATTACHMENTS

THIS SHEET MUST BE SIGNED

CITY OF EDGEWATER
EDGEWATER, FLORIDA
FINANCE DEPARTMENT

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All information as requested in the Proposer's Qualification Form is included.
- All applicable forms have been signed and included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Proposal Number, Proposal Title and Due Date.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Company Name _____
Signature and Title _____
Date _____
Email _____

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm

Signature

Date

Name Printed

Title of Person Signing Affidavit

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____,
20____, by _____, who is personally known to me to be
the _____ for the Firm, OR who produced the following
identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$_____ **Total Fees for work done on all City projects**

REFERENCES:

TYPE OF FIRM:

- Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Name of Organization: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Date: _____

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP # 12-ES-002 -- "Emergency Debris Monitoring Service"

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Proposal or in the contract to which this Proposal pertains, and that this Proposal is made without connection or arrangement with any other person and this Proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Proposal pertains.

The Proposer puts forth and agrees, if this Proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the Proposal pertains. The Proposer states that the Proposal is based upon the Proposal documents listed by **RFP #12-ES-002**.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Firm's Complete Legal Name

(Address)

(City, State, ZIP)

Phone No. _____

Fax No. _____

Check one of the following:

- Sole Proprietorship
- Corporation or P.A. State of _____
- Limited Partnership
- General Partnership

By: _____
Typed and Written Signature

Title

ADDITIONAL CONTACT INFORMATION

Send Payments To:
(REQUIRED ONLY if different from above)

Contact Name: _____ (Company Name used as Payee)

Title: _____ (Address)

(City, State, ZIP)

Phone No. _____

FAX No. _____

Email address: _____

**City of Edgewater, Florida
INSURANCE REQUIREMENTS**

INSURANCE TYPE

REQUIRED LIMITS

=====

- 1. Worker's Compensation
 Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.

- 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.
 Bodily Injury & Property Damage

\$1,000,000 single limit per occurrence

- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- 4. Automobile Liability
 \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included

- 5. Other Insurance as indicated below:
Errors and Omissions or Professional Malpractice Coverage
 \$ 1,000,000 Per Occurrence

CITY OF EDGEWATER, FLORIDA INSURANCE REQUIREMENTS

(Continued)

6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.

7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.

8. The City of Edgewater must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the RFP Number and Title.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

Proposer

Insurance Agency

Signature of Proposer

Signature of Proposer's Agent

**Debris Monitoring Services
FEE SCHEDULE PROPOSAL FORM**

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor, materials, equipment and supplies as required with this specification.

My company will accept the VISA credit card as a form of payment for our services rendered.

Bid Amount

Loading Site Monitors	\$_____ per hour
TDSRS Monitors	\$_____ per hour
Disposal Site Tower Monitors	\$_____ per hour
Roving Monitors	\$_____ per hour

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone No.

Date

Fax No.

ATTACHMENT 'A' – REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM – DEBRIS MONITORING AGREEMENTS

1.0 Limits on Federal Participation:

Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.

2.0 Records:

2.1 Establishment of Maintenance of Accounting Records:

Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Agency at all time during the period of this Agreement and for five (5) years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

2.2 Documentation of Project Costs:

All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

2.3 Inspection:

The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Agency that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate."

4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:

4.1 Equal Employment Opportunity: In connection with the carrying out of the project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4.2 Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

4.3 Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

4.4 Restrictions on Lobbying: The Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.