



City Of North Lauderdale, Florida
701 SW 71st Avenue
North Lauderdale, FL 33068
954-722-0900

REQUEST FOR PROPOSALS (RFP)
DISASTER DEBRIS REMOVAL SERVICES
RFP #20-04-399

Advertisement Dates: May 23, 2020 & May 30, 2020



REQUEST FOR PROPOSALS (RFP)

Solicitation documents and Addenda are available on the City of North Lauderdale website at www.nlauderdale.org and DemandStar at www.demandstar.com

RFP NUMBER:	20-04-399
RFP TITLE:	DISASTER DEBRIS REMOVAL SERVICES
RELEASE DATE:	SATURDAY MAY 23, 2020
NON - MANDATORY PRE-BID MEETING:	THURSDAY, JUNE 4, 2020 @ 10:00 AM EST
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	THURSDAY, JUNE 11, 2020 @ 2:00 PM EST
ADDENDUMS AND RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:	THURSDAY, JUNE 18, 2020 @ 2:00 PM EST
RFP DUE DATE/TIME:	TUESDAY, JUNE 30, 2020 @ 2:00 PM EST
EVALUATION COMMITTEE MEETING:	TUESDAY, JULY 7, 2020 @ 9:00 AM EST
POSTING OF SHORTLISTED VENDORS	FRIDAY, JULY 10, 2020 @ 2:00PM EST
PRESENTATIONS & FINAL RANKING:	FRIDAY, JULY 17, 2020 @ 9:AM EST
RECOMMENDATION TO CITY COMMISSION:	TUESDAY, AUGUST 11, 2020 @ 6:00 PM EST
DIRECT ALL INQUIRES TO:	James Williams Purchasing Manager Phone: (954) 597-4769 Email: jwilliams@nlauderdale.org
BID DELIVERY LOCATION:	City of North Lauderdale Office of the City Clerk 701 SW 71st Avenue, 2nd Floor North Lauderdale, FL 33068

***Dates in this schedule occurring after the RFP Due Date and Time may be amended by the City in its sole discretion and no rights shall accrue to any Proposer due to such amendment. Proposer may not rely on dates after Due Date and Time until confirmed by the City.**

Late bids will not be considered. **The City Clerk time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of North Lauderdale is not liable for any costs incurred by a bidder in responding to this solicitation.

It is the intent and purpose of the City of North Lauderdale to promote competitive bidding. **All communication regarding this solicitation shall be submitted in writing to the contact listed above.**



The City of North Lauderdale reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposal received, to re-advertise for proposals, or to take any other such actions that may be deemed to be in the best interest of the City. The City anticipates entering into a written contract with the proposer who submits the proposal judged by the City to be the most beneficial, responsible, and most responsive.

LOCAL VENDORS: The City of North Lauderdale encourages the active participation by local vendors. This procurement will not qualify for Local Vendor Preference in accordance with Section 3-12 of the City's Code of Ordinances.

MINORITY / WOMEN'S / PARTICIPATION: The City of North Lauderdale, in accordance with the requirements as stated in 2 CFR 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. The prime contractor must take affirmative steps and if subcontracts are to be let, through a prime contractor, that subcontractor is required to also take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CONE OF SILENCE NOTICE: Proposers are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 3-7 of the City Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), and Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Chapter 3 of the Code of Ordinances for a purchase governed by Chapter 3 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor.

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 or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.



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1. INTRODUCTION

The City of North Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Disaster Debris Removal Services (DDRS), to provide debris removal services as outlined with the terms, conditions, and specifications contained in this Request for Proposals (RFP). All services must be rendered in accordance with the Title 2 Code of Federal Regulations (C.F.R.) Part 200, and all other federal requirement standards to receive federal reimbursement funding. Please refer to the following website for further information on federal requirements <https://www.ecfr.gov>. Please note the following: This solicitation is not a request for Disaster Debris Monitoring Services.

The City of North Lauderdale ("City") was incorporated in 1963 and is located in the northwestern region of Broward County, Florida. The City spans approximately 5.5 square miles and is home to approximately 45,000 residents. North Lauderdale is predominantly a residential community and is home to many churches and small businesses. New commercial development in the City is limited to a handful of shopping plazas along the State Road 7 and McNab Corridors. There are redevelopment opportunities on existing commercial properties.

The City operates under the Commission/Manager form of government and employs approximately 188 employees. The City Commission is comprised of four commissioners that represent separate geographic districts and a Mayor that is elected citywide.

2. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Non-Mandatory Pre-Proposal Conference Virtual Meeting will be held on Thursday **June 4, 2020 @ 10:00 AM EST**. All interested Contractors may connect by using Cisco WebEx subscription. Pre-registration required: All Contractors wishing to attend the meeting virtually must email James Williams at jwilliams@nlauderdale.org no later than 5:00 pm EST, Wednesday, June 2, 2020 to be provided a link to the meeting for the Q&A portion of the discussion.

Public access to view the virtual meeting via live stream can be accomplished as follows: https://www.nlauderdale.org/quick_links/meetings_and_minutes/2020_meetings.php.

3. QUESTIONS AND INQUIRIES ON THIS SOLICITATION

It is the proposer's responsibility to submit written questions or request clarification for items included in this solicitation, via email to the contact person listed on page 2, by **Thursday, June 11, 2020 at 2:00 p.m. EST**.

Any and all responses to questions or inquiries, interpretations and supplemental instructions will be in the form of written addenda which, if issued, will be posted on the City website (www.nlauderdale.org) and DemandStar (www.demandstar.com) by the due date referenced on page 2. No verbal interpretations may be relied upon. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document. Proposer shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

4. ELIGIBILITY

To be eligible to respond to this solicitation, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar in nature to those



specified in the Scope of Services and five years' experience in emergency management projects, to adequately serve the residents of the City of North Lauderdale.

- The proposer has no conflict of interest with regard to any other work performed by the firm for the City of North Lauderdale.

5. AGREEMENT TERM AND RENEWALS

The initial contract term shall be for a period of five (5) years. The City reserves the right to renew the contract for two (2) additional one (1) year periods. The option for renewal shall only be exercised upon mutual written agreement by both parties and upon approval by the City Commission. All terms, conditions and unit prices shall remain the same as the original agreement, unless mutually agreed upon in writing.

6. INSURANCE REQUIREMENTS

Certificates of Insurance reflecting evidence of the required insurance shall be submitted to the Purchasing Manager within thirty (30) calendar days after notification of award of the contract/agreement. Proposer's failure to provide the City the applicable Certificates of Insurance within thirty (30) calendar days shall provide for basis for the termination of the contract/agreement.

The Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes No

X ___

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
 - a. Each occurrence \$1,000,000
 - b. Annual aggregate \$2,000,000

- B. Property Damage:
 - a. Each occurrence \$1,000,000
 - b. Annual aggregate \$2,000,000

- C. Personal Injury:
 - a. Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of North Lauderdale must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



Yes No

X ___

Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Responder shall require the sub consultants similarly to provider Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Responder. Coverage for the Responder and all sub consultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B \$500,000 Each Accident
 \$500,000 Disease – Policy Limit
 \$500,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide City proof of such exemption along with a written request for City to exempt Responder, written on Responder's letterhead.

Yes No

___ X

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the City.

Yes No

X ___

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
 Combined Single Limit (Each Accident) - \$500,000
2. Hired Autos (Symbol 8)
 Combined Single Limit (Each Accident) - \$500,000
3. Non-Owned Autos (Symbol 9)
 Combined Single Limit (Each Accident) - \$500,000



Yes No
X —

If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.



7. GENERAL CONDITIONS

The following instructions are given for the purpose of guiding Proposers in properly preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

- 1. QUALIFICATIONS OF BIDDERS** - No response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of North Lauderdale, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

All responders selected for a contract or project must perform to the satisfaction of the City prior to being considered for award of additional contracts. Proposers whose performance is unsatisfactory shall be subject to debarment or suspension.

- 2. INCONSISTENCIES/INQUIRIES** – Any seeming inconsistency between different provisions of the plans, specifications, solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.
- 3. ADDENDA AND INTERPRETATIONS** – No interpretations of the meaning of the plans, specifications, solicitation or other contract documents will be made orally to any proposer. Prospective responders must request such interpretation in writing from the Procurement Official listed in the solicitation. To be considered, such request must be received no later than the date specified in this solicitation for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com by the due date referenced in this solicitation. Failure of any responder to receive any such addenda or interpretation shall not relieve any proposer from any obligation under the solicitation as submitted. All addenda so issued shall become a part of the solicitation and contract document. Responder shall verify that it has all addenda and completed the “Addendum Acknowledgment Form” before submitting the response.
- 4. LEGAL CONDITIONS** – Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of North Lauderdale.
- 5. FORM OF PROPOSALS** – Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with all of the blanks filled in. Incomplete forms may be rejected by the Purchasing Division as non-responsive. The forms must be enclosed in a sealed envelope when submitted to the City Hall - City Clerk’s Office, 2nd Floor, City of North Lauderdale, Florida 33068, The name of the proposer must clearly show on the outside of the sealed envelope and clearly indicate the solicitation number. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal’s properly written authority to such deputy or subordinate must accompany the response
- 6. FILLING IN FORMS** – All responses must fully cover all items for which responses are asked and no other.
- 7. MISTAKES** - Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.



- 8. NON-COLLUSION** – A proposer shall not collude, conspire, connive or agree, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other responder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other responder, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a response on the same project.
- 9. CAUSES FOR REJECTION** – No response will be canvassed, considered, or accepted which, in the opinion of the City’s Selection Committee is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.
- 10. REJECTION OF PROPOSALS**– The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals, to waive such technical errors; to waive informalities or irregularities in any response received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.
- 11. WITHDRAWALS** – Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the response. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.
- 12. LICENSES** – Services performed for the City will require licenses. The proposer shall secure all necessary licenses at his/her expense. All licenses shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The proposer must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the proposer shall be paid at the proposer’s expense.
- 13. LICENSE OF RESPONDERS** - All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.
- 14. CONTRACT/AGREEMENT** – The proposer to whom award is made shall execute a written Agreement with the City. A proposed form of Agreement is attached.
- 15. INDEPENDENT CONTRACTOR** - The proposer is engaged as an independent business and agrees to perform the work in the manner of and as an independent consultant. In accordance with the status of an independent consultant, the proposer covenants and agrees that the proposer will conduct itself consistent with such status, that the proposer will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker’s compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.



The proposer's staff personnel shall not be employees of the City, and the proposer alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract/Agreement shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the proposer as a(n) expert, consultant, independent consultant, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the proposer hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

- 16. SUB-CONTRACTORS** - If the Proposer proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the solicitation response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.
- 17. PERFORMANCE** – The proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.
- 18. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT** – The proposer shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.
- 19. ENFORCEMENT OF SPECIFICATIONS** – Copies of the specifications shall be placed in the hands of the Director of Finance, who shall enforce every requirement of the contract. There will be no varying from the specifications.
- 20. COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of North Lauderdale.
- 21. MEASUREMENT AND PAYMENT** – Payment will be made in accordance with the Prompt Payment Act of Florida.
- 22. TERMINATION** – The contract described hereafter may be terminated by either party upon thirty (30) days with written notice to the other party.
- 23. CUSTOMER RELATIONS** – The proposer, all its employees and subcontractors under the supervision and control of the Contractor shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.
- 24. BID BOND** – A Bid Bond is required for this solicitation.

A 5% Bid Bond is required with the bid submittal.
- 25. PERFORMANCE & PAYMENT BOND** – Does apply for this solicitation. A 100% Performance Bond and 100% Payment Bond is required.

**All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.*



Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, it shall be the duty of the Responder to record the aforesaid payment and performance bonds in the public records of Broward County. Consultant shall be responsible to pay all recording costs.

26. TAX EXEMPTION – All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer’s Certificate of Exemption.

27. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT - During the performance of the work, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

28. DEBARMENT AND SUSPENSION – The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

- a. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. Violation of city’s contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
- e. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
- f. False certification pursuant to debarment and suspension decisions; and/or
- g. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

29. PROPOSAL PRICES – All prices included on the proposal submitted must be held firm through the completion of the scope of work.

(Remainder of Page Intentionally Left Blank)



30. PUBLIC RECORDS - The City of North Lauderdale is public agency subject to Chapter 119, Florida Statutes. The Contractor will be required to comply with Florida's Public Records Law. Any resulting contract shall incorporate the following Public Records Provisions as required by Section 119.0701, Florida Statutes.

The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records, transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the agency.

The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

31. PROPOSAL SECURITY- In accordance with Title 2 Code of Federal Regulations (C.F.R.) Part 200, the City shall request a bid guarantee from each bidder. Any agreement resulting from this RFP will be a Standby/Pre-Event Agreement. Upon activation by the City, the Contractor will be required to provide Performance and Payment Bonds in the amount of \$1,000,000 or 100% of the Contract value, whichever is greater, within three (3) business days of a written 'Notice to Proceed' by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety.

The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY - RFP # 20-04-399Disaster Debris Removal Services" and sent to the:

City of North Lauderdale,
Attn: City Clerk's Office
701 SW 71 Avenue, 2nd Floor
North Lauderdale, FL 33068.

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.



32. 2CFR Requirements- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These



requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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8. SCOPE OF SERVICES

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified Contractor for Disaster Debris Removal Services (DDRS), herein after referred to as Contractor to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks and pandemics. In the event of a disaster or emergency, the Contractor shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City. The Contractor may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. Contractor shall be compliant with all applicable regulations of the Federal Emergency Management Agency (FEMA), Florida Department of Transportation (FDOT), Federal Highway Administration (FHWA), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP) to make successful coordination of services for the City of North Lauderdale. The Contractor should have proven processes in place and best practices to recoup reimbursement from FEMA and all other hosts agencies federal, and state funded programs.

Services may include, but not be limited to;

Project Management Assistances	Federal & State Reporting	Reimbursement Assistances
Large-Scale Debris Removal	Separation	Processing and Disposal
Managing & Operating Temporary Debris Management Sites	Demolition	Demolition Debris Removal
Marine Salvage Operations (Boats)	Waterway Debris Clearing	Sand Removal From Roads
Streets and Rights-of-way	Emergency Berm Construction	Restoration of Damaged Property by the Haulers Including Debris Sites Locations
Hazardous Waste Handling	Tree Trimming	Stump Grinding and Removal

The City's expectation is that by hiring a professional Disaster Debris Removal Services Contractor (DDRSC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DDRSC. The DDRSC shall be fully responsible to advise the City on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DDRSC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

DDRSC will work under the direction of the City's Public Works Director. The City Manager or designee will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Public Works Director.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in



performing such services, and are properly and legally licensed to perform such work. In addition, the DDRSC must have no conflict of interest with regard to any other work performed by the Contractor for the City of North Lauderdale.

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

The City shall issue a separate Request for Proposals, or extend current contract, or for “Disaster Debris Monitoring Services”. The Contractor for Disaster/Debris Monitoring Services and for “Disaster/Debris Removal Services shall not be employed or be affiliated with the each other for providing these types of services that are mention in this RFP. A company and affiliates can only submit for one of the two RFP’S for these services that the City may meets requirements for FEMA reimbursement funding sources.

9. DEFINITIONS

- 9.1. **Choke Point** means an inspection site where all trucks must pass.
- 9.2. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 9.3. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)
- 9.4. **Public Works Director** means the City’s representative duly authorized by the City Manager to provide direction to the DDRSC regarding services provided pursuant to this RFP and resulting contract.
- 9.5. **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.
- 9.6. **Disaster Debris Removal Service Contractor (DDRSC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 9.7. **Debris Monitor Service Contractor (DMSC)** means the firm retained by the City to monitor the DDRSC’s activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.
- 9.8. **Drop-Off Site** means a site established for residents of the City of North Lauderdale to drop off debris.



- 9.9. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 9.10. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 9.11. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 9.12. **FDEP** means the Florida Department of Environmental Protection.
- 9.13. **FDOT** means the Florida Department of Transportation.
- 9.14. **FEMA** means the Federal Emergency Management Administration.
- 9.15. **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- 9.16. **FHWA** means the Federal Highway Administration.
- 9.17. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.
- 9.18. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- 9.19. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 9.20. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 9.21. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.



- 9.22. **Notice to Proceed** means the written notice given by the City Manager (or designee) to the DDRSC of the date and time for work to start.
- 9.23. **NRCS** means Natural Resources Conservation Service.
- 9.24. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 9.25. **Project Manager** means the DDRSC's representative authorized to make and execute decisions on behalf of the DDRSC.
- 9.26. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 9.27. **Vegetative White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.
- 9.28. **TDRS** means Temporarily Debris Reduction Sites.

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10. BACKGROUND INFORMATION

The City of North Lauderdale is located in Broward County, Florida. It is an inland community bordered by the cities of Fort Lauderdale, Margate and Tamarac. The main roadways coming into the City are McNab Road, Rock Island Road (also known as Southwest 71st Avenue), Southwest 81st Avenue, Southgate Boulevard, State Road 7 and Prospect Road.

The City may experience massive destruction from the impact of a hurricane, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

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

11. GENERAL REQUIREMENTS

- 11.1. DDRSC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DDRSC and labor, materials and equipment used by DDRSC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidelines .
- 11.2. DDRSC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 11.3. DDRSC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DDRSC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DDRSC available resources committed to these other accounts. Report will also indicate available resources dedicated to the City of North Lauderdale. The expectation is that in the event of a disaster, DDRSC shall service the City of North Lauderdale first.
- 11.4. DDRSC shall not accept, solicit, or contract any local work (within Miami Dade, Broward, and Palm Beach County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for the City of North Lauderdale during an emergency event, unless the City of North Lauderdale is notified in writing.
- 11.5. DDRSC's Project Manager or a higher ranking decision-making designee shall be physically present at the City's Emergency Operations Center within twenty-four (24) to forty-eight hours after the thirty-six (36)-hour hurricane warning is issued. DDRSC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and



supplies; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.

- 11.6. When a notice to proceed in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize and stage resources adequate to begin the emergency push operations within two (2) hours, or whatever is reasonable after all-clear conditions that are reasonably suitable to start emergency push operations. The City of North Lauderdale shall not provide any additional compensation for mobilization or standby time. Any and all costs for mobilization shall be built into each proposer submitted rates for emergency push services.

At a minimum, the mobilization of four crews shall consist of at least four persons, consisting of two chain saw operators, a wheel loader with a 2.5 cubic yard bucket and operator, and a 10 cubic yard (minimum) dump truck or trailer with driver. There shall be one supervisor per every four crews. The supervisor shall have his/her own truck for transportation. The above personnel requirements may be changed based on the needs of the City of North Lauderdale or if the City elects to award multiple contractors. Contractor shall provide one hundred percent (100%) of the required resources within ninety-six (96) hours, or as instructed by the Public Works Director.

- 11.7. DDRSC shall provide a Clean as You Go Policy and supervise and enforce such policy during debris management operations.

- 11.8. DDRSC shall provide the following annual services at the DDRSC's expense:

- 11.8.1. DDRSC shall attend and participate in an annual meeting with the City, usually held in May.
- 11.8.2. DDRSC shall prepare and present a written plan of operations, including a clear description of the percentage of work DDRSC may subcontract out and a list of subcontractors, at an annual meeting with the City.
- 11.8.3. Upon request, DDRSC shall annually review and visit, with City staff, to be used during the coming year.
- 11.8.4. DDRSC shall provide phone consultations and reference information to City staff upon request.

- 11.9. DDRSC shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DDRSC or its subcontractors while conducting work within the scope of this contract. DDRSC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

- 11.10. DDRSC shall be paid for any special tasks requested by the City and as agreed to by DDRSC and the City based on the hourly rate schedule contained herein.

- 11.11. To the extent required by applicable federal and state regulations, the City must approve all of DDRSC's subcontractors prior to their providing service. DDRSC shall not use a subcontractor or material supplier to whom the City reasonably objects. DDRSC shall supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DDRSC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

- 11.12. DDRSC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Broward County the first opportunity when awarding subcontracted work.



12. DEBRIS REMOVAL

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

- 12.1. **FEMA Compliance** – DDRSC shall work closely with the City’s Debris Monitor Service Contractor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DDRSC’s failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DDRSC by the City.
- 12.2. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DDRSC to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Group Two and Group Three on the Pricing Proposal Form. This hourly work will only be conducted for the first seventy (70) hours only, unless otherwise agreed in writing.
- 12.3. **Debris Removal from Public Rights-of-Way** – As identified and directed by the City, DDRSC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris. The city reserves the right to set up temporarily staging sites to prepare debris for final disposal in order to reduce cost and to effectively serve the resident of the City of North Lauderdale.
- 12.4. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DDRSC, as directed by the City, shall demolish structures and remove and relocate to TDRS or to final disposal site. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City
- 12.5. **Stump Removal, Backfill and Haul** – As identified and directed by the City, DDRSC shall remove Hazardous Stumps, haul each stump to a designated site and backfill each stump hole with compatible material as determined by the City and DDRSC. Each stump shall be inspected by City and DDRSC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated May 2007, or any subsequent edition. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a reasonable cost. All stumps that are in the public rights-of-way but not in the ground shall be picked up, or other designated site, and included in the overall cubic yard price for debris removal. DDRSC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Public Works Director to obtain City or FEMA review and approval.
- 12.6. **Leaning Trees and Hanging Limbs** – DDRSC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Public Works Director. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.



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



- 12.14. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Public Work's Director. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- 12.15. **Monitoring of DDRSC Removal Activities** – The Public Works Director and Debris Monitor Service Contractor will monitor all DDRSC operations. DDRSC is expected to work closely with the Debris Monitor Service Contractor Agency and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

13. RESIDENTIAL DROP-OFF SITES

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

14. STAGING AREAS SITES

The City may elect to open a temporarily debris reduction site (TDRS). DDRSC shall be responsible for this staging site including but not limited to: providing equipment to manage debris piles, loading debris for transport and restoring the site to its pre-use condition. DDRSC shall provide a monitor tower at TDRS.



15. ADDITIONAL SERVICES

DDRSC may be requested to perform the services detailed below:

- 15.1. **Marine Debris Removal** – DDRSC shall clear canals and waterways of debris and fallen trees as identified and directed by the City in writing. DDRSC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Public Works Director. DDRSC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 15.2. **Removal of Vehicles and Vessels** – DDRSC, as directed by the City, shall remove vehicles and vessels from land and waterways. DDRSC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Public Works Director.
- 15.3. **Dead Animal Carcasses** – DDRSC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 15.4. **White Goods** – DDRSC should expect to encounter White Goods available for disposal. DDRSC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DDRSC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 15.5. **E-Waste** – DDRSC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- 15.6. **Other Services as Requested** – DDRSC shall also provide other related services as requested by the City.

16. DOCUMENTATION MANAGEMENT AND SUPPORT

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

- 16.1. DDRSC shall utilize load tickets provided by the Debris Monitor Service Contractor administration to track and document the removal and management of eligible debris. DDRSC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 16.2. Each load ticket shall contain the following information:
 - 16.2.1. Prime Contractor name.
 - 16.2.2. City contract/Disaster number.
 - 16.2.3. Load ticket number.
 - 16.2.4. Sub-Contractor name.
 - 16.2.5. Truck Driver name.
 - 16.2.6. Date and time of pick up.
 - 16.2.7. Date and time of delivery.
 - 16.2.8. Pick up location (street address or Primary Street between specific areas).



- 16.2.9. Loading Zone Number
 - 16.2.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
 - 16.2.11. Truck ID number and capacity.
 - 16.2.12. Total cubic yards picked up.
 - 16.2.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 - 16.2.14. Delivery site.
 - 16.2.15. Load Monitor Printed Name and Signature.
 - 16.2.16. Dump Monitor Printed Name and Signature.
 - 16.2.17. GPS coordinates.
- 16.3. Load tickets will be issued by the Debris Monitor Service Contractor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DDRSC's records. DDRSC will scan all load tickets. DDRSC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.
- 16.4. DDRSC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "City of North Lauderdale Disaster Debris Service Contractor and the DDMC's name. DDRSC will certify each truck prior to receiving the Placards.
- 16.5. DDRSC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 16.6. DDRSC will work closely with the City and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DDRSC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DDRSC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DDRSC shall assist the City in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DDRSC shall review all reimbursement applications prepared by the City or Debris Monitor Service Contractor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor Service Contractor Service contractor of any recommended changes, corrections, alterations or deletions. DDRSC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DDRSC shall retain all documentation and records for a minimum of ten (10) years after project final closeout by FEMA.
- 16.7. DDRSC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 16.8. DDRSC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DDRSC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DDRSC by the entity accepting the material for salvage or recycling.



17. STAFF AND EQUIPMENT REQUIREMENTS

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



- 17.9. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.
- 17.10. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Public Works Director.
- 17.11. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 17.12. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DDRSC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DDRSC mix debris hauled for others with debris hauled under this contract. DDRSC and subcontracted employees are strictly prohibited from engaging in scavenging. This activity shall also be monitored by the Disaster Debris Monitoring Services Contractor.
- 17.13. DDRSC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

18. REPORTING

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

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



- 18.4. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DDRSC and the Public Works Director or Debris DDMSC with acknowledgement of a Contract Manager. All discrepancies will be resolved within five (5) days.
- 18.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the City, DDRSC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DDRSC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DDRSC have been fully paid. DDRSC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the City.
- 18.6. **Report Maintenance** – DDRSC will be subject to audit by Federal, State and local agencies. DDRSC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years, after final closeout by FEMA.

19. OTHER OPERATIONAL CONSIDERATIONS

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

20. TECHNICAL ASSISTANCE

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

- 20.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate resources.



- 20.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- 20.3. Providing training sessions for key City personnel.
- 20.4. Assisting with developing, producing or distributing public information.

21. INVOICES

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and DDRSC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

22. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

23. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for written approval prior to proceeding with the work.



24. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfactions, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract or employment or union agreement.

25. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City, including the restoration to its previous condition.

26. SAFETY

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety. Contractors are required to be compliant with all OSHA'S Federal and State requirements for healthy and safe working environment,

27. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted with Bidder's response to this RFP.

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28. PROPOSAL SUBMISSION REQUIREMENTS

To facilitate the analysis of responses to this solicitation, Proposers are required to prepare their submittal in accordance with the instructions outlined in this section. Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straight forward, economical manner. Expensive binding, elaborate artwork, or other embellishments that improve a proposal's appearance without affecting its content are discouraged. Proposers are not to make any reference to information they submitted in previous proposals or quotes submitted to the City. Proposers must respond in full to all solicitation sections and follow the indicated format (section numbering, and similar matters) in their submittal. Failure to follow these instructions may result in rejection of the submittal.

Tab A: OVERVIEW

a) Title Page

Title Page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

b) Table of Contents

c) Transmittal Letter

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.

d) Detailed Proposal

The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Sections 8-29.

Tab B: FORMS

See Submittal Checklist in Section 32.

Tab C: EXPERIENCE AND ABILITY.

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Have you ever been awarded a contract that you haven't fulfilled?
5. Have you ever raised prices immediately following an emergency declaration?



6. Please provide a listing of active contracts for the last five years.
7. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
8. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
9. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
10. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
11. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
12. Explain the ability and experience of the field staff with specific attention to project related experience.
13. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
14. If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
15. List of current and future debris management contractual obligations with their current status and projected termination dates.
 - a. Provide reasonable assurance that such obligations will not preclude DDRSC from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida-based debris management contracts
 - c. Proposer must currently have a minimum of five (5) years full-service Disaster Debris Management contracts management experience.

TAB D: OPERATIONAL PLAN

The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.
4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.



Tab E: PREVIOUS EXPERIENCE:

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last five years (5) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding 2.5 million dollars (\$2,500,000) per event.
3. Details of References should include the following:
 - a. Name and location of the project
 - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - c. Nature of the firm's responsibility on the project
 - d. Project owner's representative name, address, phone number, and e-mail address
 - e. Project duration and the date the project was completed or is anticipated to be completed.
 - f. Size of project including number of residents
 - g. Cost of project
 - h. Work for which staff was responsible
 - i. Contract Type
 - j. The results/deliverables of the project

Tab F: FINANCIAL CAPABILITY: The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.

Tab - G BUSINESS STRUCTURE & PROFESSIONAL REGISTRATION CERTIFICATES:

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. List appropriate licenses as issued by Broward County.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State requirements.
5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.



SUBMISSION COPIES

Submit sealed proposals, one (1) original, three (3) copies, and one (1) single PDF file on a flash drive, addressed to the Purchasing Division of the City of North Lauderdale, Broward County, Florida. Each envelope should bear the following information:

- Proposer's Name and Return Address
- Solicitation Number (RFP #20-04-399)
- Title of Solicitation (DISASTERDISASTER DEBRIS REMOVAL SERVICES)
- Solicitation Due Date & Time (**June 30, 2020 at 2:00: PM EST**)

Although methods and means are always the responsibility of a contractor, bidders shall describe their techniques, equipment and sequencing of their operations with their bids. In determining, the lowest responsive and responsible bidder, experience of providing similar services will be used in the evaluation of bids by the City. Failure to submit the above requested information may be cause for rejection of your bid.

29. PROPOSAL PRICE FORM

This solicitation uses a Proposal Price Form(s) in the format of a Microsoft Excel spreadsheet available as an attachment via DemandStar (www.demandstar.com) and on the City website (www.nlauderdale.org).

Complete the Proposal Price Form(s) by inserting **Vendor's Name, Address and Contact Information** in the appropriate fields. This form has been designed to allow only the entry of requested information in the unlocked fields. For accuracy and convenience, the total will be calculated automatically. Recheck your entries prior to submission to ensure correct totals.

Once complete, print and click "SAVE AS" to save the file and include on your electronic submission of your proposal, flash drive (provided by proposer). **The electronic version (on the USB flash drive) and hard copies should be submitted with your solicitation response.**

If you need assistance in obtaining or completing the Proposal Price Form, you may contact the Purchasing Division at (954) 597-4769.



30. EVALUATION OF PROPOSALS

The Evaluation Committee shall review and evaluate the proposals received in response to this solicitation. The Evaluation Committee will be responsible for selecting the most qualified firm contract with for the services described in this solicitation. The Purchasing Division will review each response and provide information to the Evaluation Committee of the completeness of each response. A responsive proposal is one which follows the requirements of the solicitation, includes all documentation, is submitted in the format outlined in the solicitation, is of timely submission, and has the appropriate signatures as required on each document. **FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A RESPONSE BEING DEEMED NON-RESPONSIVE BY THE EVALUATION COMMITTEE.**

Each firm should submit the requested documents with their response that evidence capability to provide the services required for Evaluation Committee review for short-listing purposes. The weighted scoring criteria for selection contained below in this solicitation, shall be the basis of selection. The Evaluation Committee will recommend a short list of one to three (3) firms to be short-listed by the Evaluation Committee for discussion and possibly public presentations. The Evaluation Committee shall have the option to request additional information resulting from such presentations. The Evaluation Committee will rank order at least one to three (3) firms and the Evaluation Committee Chair will present the Evaluation Committee's recommendation to the City Commission for final approval. Subsequently, the City will proceed to enter into an Agreement for the services. A form Agreement is attached hereto for informational purposes.

A. PRICING (To be submitted in a separate sealed envelope) (25 points):

a) METHOD OF SUBMISSION

The Proposer shall complete the "Proposal Price Form(s)" as described in Section 30 to include all costs for materials, direct labor costs, indirect cost, and profit margin.

The Fee Proposal:

The proposals response with the lowest proposed grand total amount being offered will receive twenty-five (25) points. The second lowest proposed amount will receive 15 and the third would receive 10 points.

b) Example is as follows: If the lowest proposed amount is: \$1000, they will receive maximum of 25 points, if the second lowest is: \$2000 the calculation is as follows: $25 \times .20 = 20$ points, if third \$3000 the calculation is as follows: $25 \times .4 = 15$ points). All other scores shall receive 5 points for submitting pricing data.



31. EVALUATION CRITERIA

The scoring of the responses by the Evaluation Committee will be based on a point total and not a percentage factor. The Evaluation Committee will evaluate and rank the proposals received on the basis of the criteria and available points indicated below. The Evaluation Committee shall short list one to three Firm(s) proposals with the highest total scores combined in Phase 1 (Evaluation Criteria) and Phase 2 (Presentations); and make a recommendation for award to the City Commissioners. If, the Evaluation Committee feels that presentations are not necessary; each vendor who has been short listed for presentation shall receive the full value of points (20) for the section on Presentations. The Firm(s) with the highest ranking totals for Phase 1 and Phase 2 combined that's responsive and responsible meeting all specifications shall be recommended for award by the Evaluation Committee.

Evaluation Criteria Phase 1	Maximum Points
A – Experience and Ability (20 points)	20
B – Operational Plan (15 points):	15
C – Previous Experience (15 points):	15
D – Financial Capability (5 points):	5
F – Pricing (25 points): Pricing (Submit in a separate sealed envelope).	25
TOTAL POINTS PHASE 1	
Evaluation Criteria Phase 2	
G – Presentations (20 points)	20
TOTAL MAXIMUM POINTS (PHASE 1 & PHASE 2)	100

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

CONTACT WITH ANY PERSONNEL OR ELECTED OFFICIAL OF THE CITY OF NORTH LAUDERDALE, OTHER THAN THE PERSON DESIGNATED ON PAGE 2 OF THIS SOLICITATION, DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THIS SOLICITATION MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.



32. SUBMITTAL CHECKLIST

In order to assure that your response complies with requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your response submission. Additional or supporting forms/items may be required under the terms of this solicitation specifically for each responder. It is the responder's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

Failure to fully complete and return the required forms/documentation in solicitation submission may result in bid being deemed non-responsive and not considered for award.

- All items required in Section 28
- One (1) Original Proposal (mark for differentiation)
- Three (3) Copies of Proposal (mark for differentiation)
- One (1) Electronic Copy of Proposal on **Flash Drive**. (CDs will not be accepted)
- Acknowledgment & Contact Summary Form
- Addenda Acknowledgment Form
- Proposal Price Form(s)
- Client References
- Reference Check Surveys (for each Reference provided)
- Qualification Statement – 4 Pages
- Public Entity Crimes Form – 3 Pages
- Non-Collusive Affidavit – 2 Pages
- Anti-Lobbying Certification
- Offertory's Certification
- Scrutinized Vendor Certification – 2 Pages
- Proof of Required Insurances
- Proof of Required Licenses and/or Certifications

Please check www.demandstar.com or City website www.nlauderdale.org for addenda and changes before submitting final proposal