



ADDENDUM

SOLICITATION NO.: RFP 2019-05 Disaster Debris Management and Removal Services

ADDENDUM NO. 3

DATE: 04/10/2019

To All Prospective Proposers:

This addendum is issued to modify the previously issued solicitation documents and/or given for informational purposes, and is hereby made a part of the solicitation documents. Please attach this addendum to the documents in your possession. ***Per the RFP, the proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their RFP documents.***

This Addendum is only to communicate **the below changes**. **Questions that have been submitted are being reviewed and will be answered in a separate addendum.**

DEADLINE FOR PROPOSALS:

No change in proposal due date.

SPECIFICATION CHANGES/CORRECTIONS:

1. SECTION 1.7 - INSURANCE AND PERFORMANCE AND PAYMENT BONDS

Section 1.7 is hereby deleted and replaced with the following:

Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverages (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days **of the City's issuance of a Purchase Order by the Purchasing Division and a Notice to Proceed by the Contract Administrator pursuant to Section 3.2.5**, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

2. SECTION 2.1.3 - SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE CITY OF PARKLAND

Section 2.1.3 is hereby deleted in its entirety.

3. SECTION 2.9 - LEGAL REQUIREMENTS

This RFP and resulting contract will be funded in whole or in part by FEMA. As such, the following section is added as Section 2.9.4. All other language in this Section remains unchanged.

It is anticipated that FEMA financial assistance will be used to fund the resulting Contract. All work will be completed in compliance with FEMA's rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

4. SECTION 2.21 - PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT

The first sentence of Section 2.21 is hereby deleted and replaced with the following:

The Contractor will execute and deliver to the City, **within thirty (30) days of the City's issuance of a Purchase Order by the Purchasing Division and a Notice to Proceed by the Contract Administrator pursuant to Section 3.2.5**, a Performance Bond or Unconditional Irrevocable Letter of Credit payable to the City, in the face amount of one million dollars (\$1,000,000) as surety for faithful performance under the terms and conditions of the contract.

5. SECTION 2.22 - MINORITY PARTICIPATION

Section 2.22 is hereby deleted and replaced by the following:

Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the city promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. The City will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes. Note that Proposers are required to comply with the Affirmative Steps listed in Section 6 of this RFP in addition to any City M/WBE requirements.

6. SECTION 2.23 - LOCAL PREFERENCE

Addendum 1 erroneously referred to and struck Section 2.21 as Local Preference language inapplicable to this RFP instead of Section 2.23. Section 2.23 is not applicable to this proposal and is hereby deleted in its entirety. See change (4) regarding Section 2.21 - PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT.

7. SECTION 3.1 - CRITERIA FOR AWARD

The subparagraph entitled “Scoring Guide” under Section 3.1 is hereby deleted and replaced with the following:

Scoring Guide:

0% of available points - No Response

50% of available points - Marginal

70% of available points - Acceptable

85% of available points - Exceeds Acceptable

100% of available points - Outstanding in all Respects

8. SECTION 5.4.4 - DEMOLITION OF STRUCTURES, DEBRIS REMOVAL FROM PRIVATE AND PUBLICLY OWNED PROPERTY

The last sentence of Section 5.4.4 is hereby deleted.

~~DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the City’s Contract Manager.~~

The following language is inserted at the end of Section 5.4.4:

DMC shall perform the work in accordance with all applicable Federal, State, and local regulations, including any applicable procurement requirements with respect to any portion of the work that is to be performed by a subcontractor and consistent with the terms and required pre-approvals as provided elsewhere herein.

9. SECTION 5.7.2 - REMOVAL OF VEHICLES AND VESSELS

The last sentence of Section 5.7.2 is hereby deleted.

~~DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the City’s Contract Manager.~~

The following language is inserted at the end of Section 5.7.2:

DMC shall perform the work in accordance with all applicable Federal, State, and local regulations, including any applicable procurement requirements with respect to any portion of the work that is to be performed by a subcontractor and consistent with the terms and required pre-approvals as provided elsewhere herein.

10. SECTION 6.4 - ENERGY EFFICIENCY

Section 6.4 is deleted in its entirety.

11. SECTION 6.17 - DAVIS BACON ACT

Section 6.17 is deleted in its entirety.

12. SECTION 6.18 - COPELAND ANTI-KICKBACK ACT

Section 6.18 is deleted in its entirety.

13. APPLICABLE FEDERAL ATTACHMENTS

FEMA-funding will be utilized for the Scope of Work in this RFP and subsequent contract, and therefore additional attachments applicable to this RFP are hereby inserted at the end of Section 6 to the RFP, including the following:

[Continued on Page 5]

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—
LOWER TIER COVERED TRANSACTIONS

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

Contract Number

Name

Title

SIGNATURE

DATE

14. ATTACHMENT A - FEE PROPOSAL

Section 5, Page 62

The unit of measurement should be Linear Feet (LF) not each (EA).

Sewer, culvert and catch basin cleaning including transportation and disposal	200	EA LF	\$	\$
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Totals have been updated with explanation of what subtotals are to be included in "Total" and "Total Base Bid." Please use the attached revised Attachment A-Fee Proposal.

15. SAMPLE CONTRACT

Article 1.5 - Introduction and Scope of Services

The following language is added to the end of Section 1.5 of the Sample Contract:

At any time during the Contract term, the CITY may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as it may find necessary to accomplish the general purposes of this Agreement. CONTRACTOR shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Contract plus any special provisions, specifications, or special instructions issued to execute the extra work. Any Change to the scope of work required herein shall be mutually agreed to prior to the issuance of a Change Order.

The CITY may issue more than one Change Order if in its sole discretion the scope of work must be adjusted upward or downward to accomplish the purpose of the Contract.

Whenever a Change Order is issued and executed by both Parties, CONTRACTOR shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. CONTRACTOR shall complete the work within the time prescribed. If no time for completion is prescribed, CONTRACTOR shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work CONTRACTOR is required to perform under this Contract, CONTRACTOR may request a time extension for the completion of the work. The CITY's decision regarding a time extension is final.

All work provided under a Change Order is subject to inspection, Acceptance, or rejection in the same manner as the work described in this Contract, and is subject to the terms and conditions of this Contract as if it had originally been a part of the Contract.

Article 8.2 - Audit Right and Retention of Records

The following language is added at the beginning of Section 8.2 of the Sample Contract:

CONTRACTOR agrees to provide THE CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents,

papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

NAME OF COMPANY: _____

ATTACHMENT "A"
FEE PROPOSAL

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. Quantities listed within quotation are not guarantee, but solely an estimate of anticipated annual usage.

DISASTER DEBRIS REMOVAL SERVICES FEE PROPOSAL				
	Est. Qty.	UOM	Unit Price	Ext. Amount
50' Bucket Truck	40	HRS	\$	\$
Crash Truck w/Impact Attenuator	80	HRS	\$	\$
Dozer, Tracked, D3 or Equivalent	80	HRS	\$	\$
Dozer, Tracked, D4 or Equivalent	80	HRS	\$	\$
Dozer, Tracked, D5 or Equivalent	80	HRS	\$	\$
Dozer, Tracked, D8 or Equivalent	80	HRS	\$	\$
Dump Truck, 16 +/- CY	120	HRS	\$	\$
Dump Truck, 20 +/- CY	120	HRS	\$	\$
Dump Truck, 38 +/- CY	120	HRS	\$	\$
Generator, 5.5 kW, List kW Capacity	168	HRS	\$	\$
Generator, 10 kW, List kW Capacity	168	HRS	\$	\$
Generator, 25 kW, List kW Capacity	168	HRS	\$	\$
Generator, 100 kW, List kW Capacity	168	HRS	\$	\$
Light Plant with Fuel and Support	1,000	HRS	\$	\$
Grader w/12" Blade (Min. 30,000 LB)	40	HRS	\$	\$
Hydraulic Excavator, 1.5 CY	120	HRS	\$	\$
Hydraulic Excavator, 2.5 CY	120	HRS	\$	\$
Knuckle boom Loader	120	HRS	\$	\$
Lowboy Trailer w/ Tractor	60	HRS	\$	\$
Mobil Crane up to 15 Ton	120	HRS	\$	\$
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	168	HRS	\$	\$
Pickup Truck, 1 Ton	500	HRS	\$	\$
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	240	HRS	\$	\$
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility	240	HRS	\$	\$

grapple)				
	Est. Qty.	UOM	Unit Price	Ext. Amount
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ bucket)	240	HRS	\$	\$
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ bucket)	240	HRS	\$	\$
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	100	HRS	\$	\$
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	100	HRS	\$	\$
Tub Grinder, 800 to 1,000 HP	500	HRS	\$	\$
Hydraulic Excavator, 1.5 cy (w/ thumb)	200	HRS	\$	\$
Hydraulic Excavator, 2.5 cy (w/ thumb)	200	HRS	\$	\$
Truck, Flatbed	40	HRS	\$	\$
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	500	HRS	\$	\$
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	40	HRS	\$	\$
Wheel Loader, 3 CY, 152 HP	150	HRS	\$	\$
Wheel Loader, 4.0 CY, 200 HP	150	HRS	\$	\$
Wheel Loader, 1.5 CY, 95 HP	150	HRS	\$	\$
JD 648E Log Skidder, or equivalent	40	HRS	\$	\$
300-400 HP Horizontal Grinder	500	HRS	\$	\$
800-1,000 HP Horizontal Grinder	500	HRS	\$	\$
Self-Loading Dump Truck with debris grapple	1,000	HRS	\$	\$
Single Axle Dump Truck, 5-12 cu. Yd.	1,000	HRS	\$	\$
Tandem Axle Dump Truck, 16-20 cu. Yd.	1,000	HRS	\$	\$
Tandem Axle Dump Truck, 21-30 cu. Yd.	1,000	HRS	\$	\$
Tandem Axle Dump Truck, 31-50 cu. Yd.	1,000	HRS	\$	\$
EQUIPMENT WITH OPERATOR				
GRAND TOTAL EXTENDED PRICE:			\$	\$

SCHEDULE 1				
HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE				
	Est. Qty.	UOM	Unit Price	Ext. Amount
Administrative Staff	80	HRS	\$	\$
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	500	HRS	\$	\$
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew	500	HRS	\$	\$
Tree Climber/ Chainsaw and Gear	120	HRS	\$	\$
Laborer w/ Chainsaw and Gear	120	HRS	\$	\$
Laborer w/ Small Tools, Traffic Control, or Flag Person	80	HRS	\$	\$
Bonded and Certified Security Personnel (Health and Safety Specialist)	80	HRS	\$	\$
SCHEDULE 1 Grand Total:			\$	\$
CREW CATEGORY				
	Est. Qty.	UOM	Unit Price	Ext. Amount
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	500	HRS	\$	\$
CREW CATEGORY Total:			\$	\$

**SCHEDULE 2
UNIT RATE PRICE SCHEDULE**

Reference to RFP Scope of Services Items 1 to 9. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Items 10 - 19 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.

	Est. Qty.	UOM	Unit Price	Ext. Amount
1. Vegetative Debris Removal				
<p>Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.4.4).</p> <p>Removing debris from public property and ROW and hauling to DMS</p>	200,000	CY	\$	\$
2. C&D Debris Removal				
<p>Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. Removing C&D debris from ROW or public property and hauling to DMS</p>	50,000	CY	\$	\$
3. Debris Removal from Canals / Waterways				
<p>Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved final disposal site.</p> <p>Removing debris from city maintained canals/waterways and hauling to DMS.</p>				
Land-based removal	10,000	CY	\$	\$
Marine-based removal	10,000	CY	\$	\$

	Est. Qty.	UOM	Unit Price	Ext. Amount
4. DMS Operation and Debris Management and Reduction				
Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	270,000	CY	\$	\$
5. Haul-out of Reduced Debris to a City Approved Final Disposal Site				
Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.				
Haul-out of debris to City approved final disposal site (0-25 mile haul distance)	50,000	CY	\$	\$
Loading and hauling Debris Reduction By-Products to Final Disposal Site	50,000	CY	\$	\$
Restoration of canal banks and slopes	5,000	LF	\$	\$
Sewer, culvert and catch basin cleaning including transportation and disposal	200	LF	\$	\$
6. Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DMS				
0 – 25 Miles shall be included in Item #5 “Haul of Reduced Debris”	N/A	N/A	\$	\$
26 – 50.9 Miles	50,000	CY	\$	\$
51 to 75.9 Miles	50,000	CY	\$	\$
76 to 100.9 Miles	50,000	CY	\$	\$
101 to 125.9 Miles	50,000	CY	\$	\$
126 to 150.9 Miles	50,000	CY	\$	\$
Per CY Rate for Mileage in excess of 151 miles	50,000	CY	\$	\$
7. Removal of Hazardous Trees and Limbs				
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:				
6 inch to 12.99 inch diameter	500	Per	\$	\$

	Est. Qty.	UOM	Unit Price	Ext. Amount
Tree				
13 inch to 24.99 inch diameter	300	Per Tree	\$	\$
25 inch to 36.99 inch diameter	100	Per Tree	\$	\$
37 inch to 48.99 inch diameter	50	Per Tree	\$	\$
49 inch and larger diameter	20	Per Tree	\$	\$
Hanger Removal (per Tree)	1,000	Per Tree	\$	\$
8. Removal of Hazardous Stumps				
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:				
24.1 inch to 36.99 inch diameter	100	EACH	\$	\$
37 inch to 48.99 inch diameter	50	EACH	\$	\$
49 inch and larger diameter	20	EACH	\$	\$
9. ROW White Goods Debris Removal				
Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:				
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination(Freon Management)	100	EACH	\$	\$
Washers, dryers, stoves, ovens, and hot water heaters	100	EACH	\$	\$
SCHEDULE 2 SUBTOTAL (Items 1 through 9)			\$	\$
TOTAL BASE BID (All items EXCEPT for SCHEDULE 2 ANCILLARY SUBTOTAL)			\$	

ANCILLARY OPTIONS

The Following Items are not included in the Price Evaluation.

Ancillary Options				
10. Household Hazardous Waste Removal, Transport, and Disposal				
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	2,000	Per Pound	\$	\$
11. E-Waste Removal				
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	100	Per Unit	\$	\$
12. Abandoned Vehicle Removal (based on Section 2.4.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:				
Passenger Car	50	EA	\$	\$
Single Axle	50	EA	\$	\$
Double Axle	10	EA	\$	\$
13. Dead Animal Carcasses				
Work consists of the recovery and disposal of dead animal carcasses.	100	EA	\$	\$
14.-19. Auxiliary products and services (Optional)				
14. Bottled Drinking Water (1 Gallon Jug)	100	GALLON	\$	\$
15. Bottled Drinking Water (24 Case)	100	CASE	\$	\$
16. Packaged Ice	1,000	POUND	\$	\$
17. Meals Ready to Eat (Non-Kosher)	1,000	EA	\$	\$
18. Meals Ready to Eat (Kosher)	1,000	EA	\$	\$
19. Portable Toilet with Sanitary Pumping Services Included	5	Rental Per Week	\$	\$
SCHEDULE 2 ANCILLARY ITEMS SUBTOTAL (Items 10 through and including Item 19)			\$	\$

As the best interest of the City may require, the right is reserved to make award(s) by individual commodities or services, group of commodities or services, all or none or any combination thereof. When a group is specified, all items within the group must be quoted. A vendor desiring to bid "No Charge" on an item in a group must so indicate, otherwise the quote for the group will be construed as incomplete and may be rejected. However, if Vendors do not quote all items within a group, the City reserves the right to award on an item by item basis.

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature:	
Title:	
Date Signed:	
Printed Name:	
Firm or Company:	
Email:	