

**CITY OF PARKLAND
REQUEST FOR PROPOSAL # 2019-06**

**DISASTER DEBRIS MONITORING SERVICES &
FINANCIAL RECOVERY ASSISTANCE**



RESPONSES ARE DUE BY APRIL 11, 2019, 2:00 PM (EST)

**CONTACT: ANTHONY CARIVEAU, MPA, CPPO, FCCN
PURCHASING DIRECTOR
CITY OF PARKLAND, CITY HALL
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067
TELEPHONE: (954)757-4177
EMAIL: acariveau@cityofparkland.org**

The City of Parkland, Florida is seeking to obtain Proposals from qualified firms, hereinafter referred to as the Consultant, Contractor or Debris Monitor, to provide Disaster/Debris Monitoring Services and Financial Recovery Assistance, in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until April 11, 2019, 2:00PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067** and shall be labeled "DISASTER DEBRIS MONITORING & FINANCIAL RECOVERY ASSISTANCE - RFP 2019-06".

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy (either CD/DVD or flash drive), three (3) copies of the proposal including any attachments and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

PRE-PROPOSAL CONFERENCE – Not applicable

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	03/15/2019
Pre-proposal Meeting:	N/A
Last day for questions/clarification	03/29/2019
Last day for addendum to be posted	04/05/2019
Proposal Submission deadline	04/11/2019 @ 2:00 P.M. (E.S.T.)
Evaluation Committee Meeting	Within 1-2 weeks (publicly noticed)
Top-ranked firm recommended to City Commission	First available meeting (publicly noticed)

Note: All times are subject to change at the City's discretion.

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 BACKGROUND:

The City of Parkland ("City") was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292¹. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its "home City" feel.

In 2009, the City annexed approximately 2,000 acres commonly referred to as "the Wedge". This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the Wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City's population from roughly 14,000² to approximately 45,000 people. As with the rest of the City, development of the Wedge to date and going forward will be residential in nature.

1.2 INFORMATION/CLARIFICATION:

For information concerning this RFP contact Anthony Cariveau (Purchasing Director), (954) 757-4177. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.2.1 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL: Any inquiry or request for interpretation received prior to the last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer

¹ United States Census Bureau.

² 2000 Census.

fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

1.3 QUESTIONS:

Questions should be sent to Anthony Cariveau, Purchasing Director by email at acariveau@cityofparkland.org.

1.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:

The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.

1.5 ELIGIBILITY:

To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:

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

1.6 PROPOSAL SECURITY: Not Applicable

1.7 INSURANCE AND PERFORMANCE AND PAYMENT BONDS:

Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, 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.

1.8 INSURANCE:

The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any

questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

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SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 SUBMISSION AND RECEIPT OF PROPOSALS:

To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.

2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

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

The City of Parkland has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the City of Parkland shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs,

please contact Barbara Herrera, Waste Management Government Affairs Manager at (954) 984-2000 or bherrera@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please use the following link to access the agreement. ([Waste Management Franchise Agreement](#)).

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE CITY OF PARKLAND, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE CITY OF PARKLAND'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

2.2 QUALIFICATIONS STATEMENT (Applicable if box checked):

[X] Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

2.3 PROPOSERS' COSTS:

The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.4 PROPOSAL ACCEPTANCE:

Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.

2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

Proposer agrees and understands that, unless specifically and expressly provided for herein, 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 at its sole option.

2.6 MISTAKES:

Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. 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.

2.7 REJECTION OF PROPOSALS:

The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.

2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:

All bid protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.

2.9 LEGAL REQUIREMENTS:

2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

2.9.3 Pursuant to Section 838.32(1) Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.

2.10 BACKGROUND CHECKS:

The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required): **The specification (see Section 5) contains specific background check standards and requirements.**

2.11 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.11.1 CONTRACTOR'S EQUIPMENT:

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Parkland. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

2.11.2 EMPLOYEES:

- a. All work must be performed following the United States Environmental Protection Agency (US EPA) requirements and the Occupational Safety and Health Administration (OSHA) safety standards and regulations.
- b. Contractor shall assign an "On Duty" supervisor who speaks and reads English.
- c. Contractor shall have its employees refrain from smoking on City property unless in those areas designated for smoking.
- d. Contractor shall provide the City with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

2.11.3 DAMAGE TO PUBLIC OR PRIVATE PROPERTY:

- a. 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.
- b. If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Parkland prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.
- c. Contractor must provide protection necessary to prevent damage to property being repaired or replaced.
- d. If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

2.11.4 INVOICING:

- a. 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 the Contractor. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.
- b. 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.
- c. 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.

2.11.5 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.

2.12 PROHIBITION OF INTEREST:

No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.

2.13 CONFLICT OF INTEREST:

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal

and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.14 NO CONTINGENT FEE:

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.

2.15 PUBLIC RECORDS / CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
6600 University Drive
Parkland, FL 33067
(954) 757-4132
cityclerk@cityofparkland.org

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the CITY to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
5. REQUEST FOR RECORDS; NONCOMPLIANCE.—
 - (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (b) If a CONSULTANT does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
 - (c) A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.16 RESERVED:

2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.18 NON-COLLUSIVE AFFIDAVIT:

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.19 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 RFP 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.

2.20 CONE OF SILENCE: A Cone of Silence shall apply as follows:

2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:

The Contractor will execute and deliver to the City, concurrent with the execution of the contract by the Proposer, 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. The Bond should be for the full term of the contract agreement. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty days prior to the terminations date of the existing bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the

State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. In the event the contractor has multiple contracts with other jurisdictions, this Performance Bond will ensure the City of Parkland dedicated resources for assistance in the event of a disaster.

Any surety or letter of credit shall state that it cannot be canceled or terminated without having first provided the City of Parkland with thirty (30) days' notice.

2.22 MINORITY PARTICIPATION:

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. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). 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.

2.23 LOCAL PREFERENCE:

For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) the business has held a valid City business license for at least one (1) year prior to the date of application; and
- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 CONTRACT:

A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy.

The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.25 DRUG FREE WORKPLACE:

Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 COMPLIANCE WITH LAWS:

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 PROPOSER'S REPRESENTATION:

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.
- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.28.2 Cancellation of bids.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

2.28.3 Withdrawal of bids.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the Purchasing Director, sealed and identified.
- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS:

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

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SECTION 3 – CRITERIA FOR AWARD

3.1 CRITERIA FOR AWARD:

The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission. The selection of a respondent with who to contract shall be based on the proposal most advantageous to the City using the following criteria with regard to the firm's:

- Disaster Experience and Ability of the Firm
- Operational Plan for the City
- Previous Experience of the Proposed Key Personnel
- Financial Capability
- Client References and Past Performances
- Price Proposal

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

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

Evaluation Criteria	Maximum Points
A) Technical Proposal	
1. Qualifications	
a) Firm Qualifications. See section 5.11.3 (b)	25
b) Management, Supervisory and Staff Experience. See section 5.11.3.(c)	25
2. Methodology including Technical Approach and Understanding of the Scope of Services. See section 5.11.3(d)	25
B) Pricing (To submit in a separate sealed envelope)	
1. Rates and Expenses. See section 5.11.4	25
Total Maximum Points	100

3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

Evaluation of the Proposals will be conducted by an Evaluation Committee “(Committee)” of qualified City Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.1 above.

3.2.1 The Committee may conduct interviews with the shortlisted Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.2.3 The Evaluation Committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

[X] Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.2.4 The Purchasing Director may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under twenty-five thousand Dollars (\$25,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

3.2.5 After award of the contract, the Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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SECTION 4 - SPECIAL CONDITIONS

4.1 **[X] TIME FOR COMPLETION/ LIQUIDATED DAMAGES:**

Because damages will be difficult to ascertain, liquidated damages of \$500.00 per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

[X] COUNTY/STATE LICENSE REQUIREMENTS:

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.2 **INDEMNIFICATION:**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and he City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.3 INSURANCE (Applicable if box checked):

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.

[X] CONTRACTOR shall pay all deductible amounts, if any.

[X] CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.

- Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102, and 0106.

[] Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence

[X] CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

[X] The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

4.4 SCRUTINIZED COMPANIES:

- a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS

5.1 PURPOSE:

The City of Parkland, Florida, is seeking proposals from qualified firms, hereinafter referred to as the Consultant, Contractor or Debris Monitor, to provide Disaster/Debris Monitoring Services and Financial Recovery Assistance, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris monitoring firm, herein after referred to as Contractor or Consultant, to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Consultant 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. Consultant may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. The City retains the right to obtain similar services from additional contractors.

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful firm must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions.

Contractor will work under the direction of the City's Contract Manager. The City Contract Manager 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 Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and are routinely engaged in performing such services and meet the requirements of this RFP.

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 Town in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

5.2 DEFINITIONS:

5.2.1 **Aerial Photographs** means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

5.2.2 **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

5.2.3 **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.)

5.2.4 **Contract Manager** means the City's representative duly authorized by the City Administrator to provide direction to the CONSULTANT regarding services provided pursuant to this RFP and resulting contract.

5.2.5 **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

5.2.6 **Debris Monitor (Contractor or Consultant)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

5.2.7 **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

5.2.8 **Debris Monitor** means the firm retained by the City to monitor the CONSULTANT's activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.

5.2.9 **Drop-Off Site** means a site established for residents of the City of Parkland to drop off debris.

5.2.10 **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.

5.2.11 **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 Administrator 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.

5.2.12 **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.

5.2.13 **FDEP** means the Florida Department of Environmental Protection.

5.2.14 **FDOT** means the Florida Department of Transportation.

5.2.15 **FEMA** means the Federal Emergency Management Administration.

5.2.16 **FFWC** means the Florida Fish and Wildlife Conservation Commission.

5.2.17 **FHWA** means the Federal Highway Administration.

5.2.18 **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.

5.2.19 **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.

5.2.20 **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.

5.2.21 **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.

5.2.22 **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.

5.2.23 **Notice to Proceed** means the written notice given by the City Contract Manager (or designee) to the CONSULTANT of the date and time for work to start.

5.2.24 **NRCS** means Natural Resources Conservation Service.

5.2.25 **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

5.2.26 **Project Manager** means the CONSULTANT's representative authorized to make and execute decisions on behalf of the CONSULTANT.

5.2.27 **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

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

5.2.29 **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

5.3 **GENERAL REQUIREMENTS:**

5.3.1 CONSULTANT 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 Consultant 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 Consultant available resources committed to these other accounts. Report will also indicate available resources dedicated to the City of Parkland. The expectation is that in the event of a disaster, Consultant shall service the City of Parkland first.

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

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

5.3.3 Onsite Interference with Disaster Recovery Efforts – Consultant 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.

5.3.4 Monitoring of DMC Removal Activities – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the City or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

5.4 **PROJECT MANAGEMENT AND PROCESS OVERSIGHT:**

Project management and process oversight activities shall include, but not be limited to, the following:

5.4.1 Consultant shall appoint a Project Manager, fluent in English, who will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by Consultant. The Project Managers shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan. It is recommended that personnel substitution commence at the annual meeting, which generally occurs in May.

5.4.2 The Project Manager and other key personnel shall report to the City's Emergency Operations Center (EOC) within eight (8) hours of notification by the City. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The City may issue Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

5.4.3 The Project Manager shall assist the City in developing a Debris Management Action Plan for the specific occurrence. Consultant may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDMSs, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event.

5.4.4 The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with Consultant, DMC and other essential

personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

5.4.5 Consultant shall provide trained personnel to observe, direct and document the activities of the DMC. Consultant shall be responsible for scheduling work for all its personnel on a daily basis. Consultant shall assist the City in coordinating work assignments for the DMC.

5.4.6 Consultant shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.

5.4.7 The expectation is that the consultant shall be operational at the completion of the first push (first 70 hours). DMC and City employees will report to the Field Operations Center to obtain work orders and field monitors from the Consultant before work is commenced. Consultant shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.

5.4.8 Consultant shall track and coordinate with City personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.

5.4.9 Consultant shall prepare FEMA worksheets and review such worksheets with City staff.

5.4.10 Consultant shall provide the following annual services at the consultant's expense:

5.4.10.1 Consultant shall attend and participate in an annual meeting with the City, which is usually held in May.

5.4.10.2 Consultant shall prepare and present a written plan of operations, including a clear description of the percentage of work CONSULTANT may subcontract out and a list of sub-contractors, at an annual meeting with the City.

5.4.10.3 Upon request, CONSULTANT shall annually review and visit, with City staff, the TDMS(s) to be used during the coming year.

5.4.10.4 CONSULTANT shall provide phone consultations and reference information to City staff upon request.

5.5 DOCUMENTATION AND REIMBURSEMENT:

Consultant shall provide load tickets to track and document the removal and management of all Eligible Debris. Consultant shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Consultant shall retain original completed tickets on behalf of the City, which shall be turned over

to the City, daily. Copies of completed load tickets shall also be retained by Consultant, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket.

5.5.1 Each load ticket shall contain the following information:

- a. Prime Contractor name
- b. Town contract/Disaster number
- c. Load ticket number
- d. Sub-Contractor name
- e. Truck Driver name
- f. Date and time of pick up
- g. Date and time of delivery
- h. Pick up location (street address or primary street between specific area).
- i. Loading Zone Number
- j. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- k. Truck ID number and capacity
- l. Total cubic yards picked up
- m. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- n. Delivery site
- o. Load Monitor Printed Name and Signature
- p. Dump Monitor Printed Name and Signature
- q. GPS

5.5.2. Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a Presidential declared disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

5.5.3 Consultant shall assist the City in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.

5.5.4 Consultant shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.

5.5.5 Consultant shall retain all documentation for at least ten (10) years following a disaster or emergency event.

5.6 FINANCIAL MANAGEMENT & RECOVERY SERVICES:

The selected firm will be expected to provide financial management and recovery services to include general post-disaster grant management and administration services. Specific services may include:

- 5.6.1 Damage Assessment: Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages.
- 5.6.2 Eligibility Consultation: Assessment of damage inventory to determine primary and secondary funding sources for repairs.
- 5.6.3 Project Ranking: Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.
- 5.6.4 Financial Advisory: Assist clients with marrying local cost share requirements to funding sources.
- 5.6.5 Cash Flow Management: Develop cash based budget tools to assist with managing payment obligations relative to receiving proceeds.
- 5.6.6 Benefit Cost Analysis: Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
- 5.6.7 Feasibility & Effectiveness Studies: Develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.
- 5.6.8 Site Survey & Legal Description Review: Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.
- 5.6.9 Appraisal & Valuation Services: Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
- 5.6.10 Data Management: Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.
- 5.6.11. Document Management: Implement document management tool to provide web-based, point and click document storage and viewing.
- 5.6.12. Grant Application Development: Compile, assemble and organize required documentation for application to grant program.
- 5.6.13. Contractor Invoice Reconciliation: Reconcile contractor requests for payment with substantiating field documents and grant funding sources.
- 5.6.14 Compliance Reporting: Compile, assemble and organize statistics, project progress and metrics.
- 5.6.15 Project Scoping: Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- 5.6.16 Insurance Adjusting/Subrogation: Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.
- 5.6.17 Eligibility Appeals: During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- 5.6.18 Grant Closeout/Reporting: Provide final reconciliation of expenditures to grant funding applications and award documents.
- 5.6.19 Report Preparation: Prepare appropriate reports for submission to FEMA and/or other federal and state agencies for reimbursement
- 5.6.20 Reimbursement Consulting: Instruct the City on the requirements in order to obtain FEMA and/or other federal and state agency reimbursements
- 5.6.21 Requirement Compliance: Inform the City on the requirements for the above

5.6.22 Record Management: Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursements from FEMA and/or other federal and state agencies

5.6.23. Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the City at all time during the period of this agreement and for five years after the event closeout by FEMA/FHWA. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

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

5.6.25 Inspection: The Contractor, the City and Department authorized representatives shall permit authorized agents of FEMA/FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

5.6.26 Comprehensive mitigation programs: to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

5.6.27 Other Services: Other Services as Directed by Requestor

5.7 FIELD COLLECTION MONITORING

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

5.7.1 Consultant shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews are Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

5.7.2 Consultant shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Consultant shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.

5.7.3 Consultant will have Field Monitors to monitor all DMC operations. Consultant will have monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the areas designated by the City and to verify the proper loading and compaction of debris into debris recovery equipment. Each truck driver will be given a load ticket that validates where the material originated. Photographs of debris shall be

taken as directed by the City to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.

5.7.4 If a Field Monitor finds that the DMC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor or Project Manager. All stop work orders must be documented and reported to the City's Contract Manager.

5.7.5 Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat, and any special circumstances regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document, in detail, removal of the Hazardous Stumps, leaners or hangers.

5.7.6 Field Monitors shall enforce the DMC's Clean As You Go Policy.

5.8 TEMPORARY DEBRIS MANAGEMENT SITES (DMSS) AND DROP-OFF SITE MONITORS

Consultant shall provide Site Monitors for each TDMS. Consultant shall be prepared for the City to begin hauling debris to the TDMSs within twelve (12) hours after commencement of clean-up operations. TDMS Monitor responsibilities shall include, but not be limited to, the following:

5.8.1 Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.

5.8.2 Photograph loads of debris, as directed by the City, and record load information on the photograph.

5.8.3 Collect all load tickets and provide copies of them to the DMC's designated personnel.

5.8.4 Obtain and verify the DMC's fleet documentation. Consultant will obtain from the DMC such documentation, including the make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

5.8.5 Certify all debris vehicles at the TDMSs beginning twenty-four (24) to forty-eight (48) hours after the storm passes. Consultant shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Consultant shall also periodically and randomly perform volume capacity verifications of recovery vehicles.

5.8.6 Verify that all DMC equipment has been completely emptied prior to leaving the TDMS.

5.8.7 Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

5.8.8 Consultant shall provide or arrange for field operation trailers and generators at all TDMSs for use by its staff.

5.8.9 Consultant shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to, the following:

- a) Ensure that only City of Parkland residents are using the site. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the City.
- b) Record the address of the eligible site users and the type and quantity of debris they brought to the site.
- c) Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-Off Site.
- d) Photograph debris, as directed by the City, to verify the source and type of debris.
- e) Assist with communicating to residents proper handling and disposal practices and with distributing information flyers, at the City's request.
- f) Consultant shall be responsible for the following items at all TDMSs and Drop-Off Sites:
- g) Verify that all sites have access control and security.
- h) Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
- i) Assist with coordinating the logistics of the site to ensure efficient traffic flow.
- j) Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
- k) Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
- l) Report safety or other hazards to the City.

5.9 OTHER RELATED SERVICES:

5.9.1 Upon request by the City's Contract Manager, Consultant shall provide Aerial Photographs of debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. Consultant may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality, as determined by the City's Contract Manager, the City will not be obligated to pay for the flight and photographs. If Consultant and City agree, photos may be retaken at Consultant's expense. Photographs shall be delivered to the City within five (5) business days of order, weather permitting.

5.9.2 Consultant shall provide other related services as requested by the City. Such services may include, but would not be limited to, the following:

- a) Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- b) Assist the Town in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- c) Provide training to Town staff as directed by the Contract Manager.
- d) Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways, where required.

5.10 CONSULTANT PERSONNEL

5.10.1 Consultant shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the City or the City's DMC.

5.10.2 Consultant shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.

5.10.3 Consultant and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the City in its disaster response and recovery efforts. Proper documentation by Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency. If necessary, Consultant's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.

5.10.4 At the annual meeting with the City, Consultant shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Consultant shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as, but not limited to, the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements.

5.10.5 Consultant's staffing plan shall include the positions listed below. Consultant may use other positions as necessary and as approved by the City. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the "Proposal Form" provided herein as Attachment A.

- a) Project Manager – Primary point-of-contact to the City and overall responsible for all Consultant services and personnel.
- b) Field Supervisor – Responsible for a crew of Field Monitors.
- c) Field Monitor – Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.
- d) TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC.
- e) Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.
- f) Debris Site Security – Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
- g) GIS Specialist – Responsible for coordinating GIS application with City GIS staff members.
- h) Data Entry – Responsible for tracking, verifying, and entering load tickets into a data-base application, digitizing source documentation.

5.10.6 Consultant's TDMS personnel must wear OSHA-required safety equipment whenever on a TDMS and must adhere to all DMC site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

5.10.7 The Project 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, Consultant shall provide its Project Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Town.

5.10.8 Consultant's Project Manager shall coordinate daily with the Contract Manager and DMC, and shall comply with all directions and guidance provided by Federal or State representatives.

5.10.9 Consultant must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.

5.11 PROPOSAL REQUIREMENTS:

5.11.1 **Proposal Format**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, 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.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

5.11.2 **Submission of Proposals:** The following material is required to be submitted with your Proposal Package:

- 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 Section 5-Specifications and Proposal Requirements.
- e) Executed copies of the Proposal Package—ALL QUESTIONS IN THE RFP TO BE ANSWERED. ALL FORMS TO BE COMPLETED.

5.11.3 **Technical Proposal**

a) **General Requirements**

The proposed evaluation is an initial process to elicit a short list of vendors; with the contract awarded not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

As such, the substance of proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as bidder's experience and expertise in providing services for municipalities, the clear and creative approach of the proposal, recommendations of entities for which the proposer has previously provided services, the persons assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

b) Firm Qualifications (25 points):

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Monitoring Consultant for at least, the last five (5) consecutive years. References should reflect this.

Proposer should:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Describe the firm's experience in filing and receiving Federal and State reimbursements.

- (5) 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 Contractor from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida-based debris management contracts.
 - c. Proposer must have provided services as a primary disaster debris monitoring consultant similar to those required in this RFP to at least one (1) jurisdiction of at least 40,000 people.
- (6) Explain history of FEMA reimbursements, including;
 - a. Closed, active, pending FEMA disputes, audits or lawsuits.
 - b. Explanation of unrecovered FEMA reimbursements.
- (7) Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Monitoring projects exceeding two million dollars (\$2,000,000) per event.
- (8) Organizational structure of firm; chain of command, organizational and procedural graphics. Include information regarding subcontractors.
- (9) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.
- (10) Provide as a minimum four (4) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the City of Parkland or City of Parkland employees as references.

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

(11) Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least three (3) government entities with a population of at least 40,000 as the Primary Contractor. For each reference, include the full name, title, telephone number, fax number and valid email address of a representative for whom the engagement was taken who can verify satisfactory performance.

(12) Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.

(13) Which disaster management services firm(s) have you worked with in the past five (5) years?

(14) Please supply contact names, title, telephone number, fax number and email address from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.

(15) Does your firm have other contracts for these services in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States? Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary Contractor.

(16) What contractual commitments do your key subcontractors have in the Broward, Miami-Dade and Palm Beach County area?

(17) List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

(18) List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

(19) Identify any issues or concerns of significance that may be appropriate.

c) **Management, Supervisory and Staff Experience (25 points):**

This section of the proposal should establish the relative experience and qualification of each applicant's proposed team, with respect to the scope of services. 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.

Proposer should:

- (1) Provide education, experience, and applicable professional credentials of project staff. 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.
- (2) Provide resumes (not more than one (1) page each) of the Project Manager and key persons to be assigned to the contract with emphasis on their experience with similar work.
- (3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- (4) Explain the ability and experience of the field staff in the performance of said services.
- (5) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.
- (6) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.
- (7) Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
- (8) 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.

- (9) 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.

d) **Methodology including Technical Approach and Understanding of the Scope of Services (25 points):**

Proposer shall provide a narrative / operational plan which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements

Proposer should:

- (1) The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.
- (2) Describe the approach to completing the tasks specified in the Scope of Services and clearly describe all aspects of the proposed plan of action for the City of Parkland.
- (3) Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
- (4) Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.

5.11.4 **Fee Proposal (To submit in a separate sealed envelope) (25 points):**

a) **Schedule of Compensation**

The Proposer shall complete the "Fee Proposal" included as Attachment A with the RFP. Proposers shall list hourly labor rates to be used in pricing the work required by City of Parkland described in the Scope of Services. These labor rates are to be quoted on a fully-burdened basis, incorporating direct labor costs, indirect cost, and profit.

The proposals response with the lowest proposed grand total amount being offered will receive twenty-five (25) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by twenty-five (25) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is:
\$50,000, they will receive 25 points, if the second is:
\$60,000 the calculation is as follows:
 $\$50,000 / \$60,000 \times 25 = 20$ points)

**ATTACHMENT "A"
FEE PROPOSAL**

Proposer shall complete all sections of the following price sheet. The hourly rate must include all costs associated with the performance of the contract as a result of this RFP. The pricing below must include overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials, items and miscellaneous expenses. All proposing firms must provide an hourly rate for every item listed below.

Proposer shall completely fill out the hourly rate and price total. These hours are not intended to represent the actual contract, but are for the purpose of this proposal evaluation. Not applicable or N/A may cause your firm’s proposal to be deemed non-responsive.

Part A:

<u>POSITIONS OR EQUIVALENT - HOURLY RATES</u>		Estimated Project Hours	Unit Price Per Hour	Extended Cost
1.	Project Manager	50	\$	\$
2.	Operations Manager	50	\$	\$
3.	Environmental Specialist	50	\$	\$
4.	Field Supervisor	400	\$	\$
5.	Field Monitor	50	\$	\$
6.	TDMS and Drop-Off Site Monitors	1,500	\$	\$
7.	Supervising Monitors	50	\$	\$
8.	Data Manager	50	\$	\$
9.	Cost Recovery Specialist	50	\$	\$
10.	GIS Specialist	50	\$	\$
11.	Billing/Invoice Analysts	50	\$	\$
12.	Administrative Support	50	\$	\$
13.	Data Entry Clerk (Paper tickets as back up if needed)	2,000	\$	\$
TOTAL HOURLY RATES:			\$	\$

List other positions proposed and hourly rate (indicated if required or as requested).

Item #	Position	Hourly Rate	Required Position	As requested by City
1				
2				
3				
4				
5				

6				
7				

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide.

Item/Description:

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:	

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.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____, who is personally known to me or who has
produced _____ as identification and who did (did not) take
an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

CERTIFICATE PAGE

(AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)

A. If the Proposer is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Proposal and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the attached sample Resolution.

B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation. "IT IS HEREBY RESOLVED THAT _____ (Name)"

The duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Proposal and Bid Bond, if such bond is required, to the City of Parkland for: _____ and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Parkland shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME

Given under my hand and the Seal of the said corporation this _____ day
of _____, 2019.
(SEAL)

By:
Secretary

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Parkland that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

PUBLIC ENTITY CRIME STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business
Signature
as _____

If a Partnership: _____
by: _____,
General Partner Signature

If a Corporation: _____
Corporate Name
(a _____ Corporation)
by: _____
Signature
Title: _____

Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **CITY OF:** _____

*The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by
_____ who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

REFERENCES

Provide specific references for at least four customers (preferably public entities), including customers served by the firm’s nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Proposer: _____

1. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

2. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

3. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

4. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

5. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street: _____
City State Zip

Telephone No. () Fax No. ()

How many years has your organization been in business under its present name? _____ years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former name(s) has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes No If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes No If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes No If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes No If Yes, explain: _____

Are you a sales representative distributor broker or manufacturer of the commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes No

If yes, explain (date, service/project, bid title, etc.) _____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes No If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes No If yes, explain: _____

ADD W-9 FORM

BACKGROUND CHECK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

- 1. I am over the age of 18 and am a resident of the State of Florida.
- 2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
- 3. _____ intends to enter into an agreement with the City of Parkland to provide the services detailed in RFP #_____.
- 4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
- 5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract's term, on an annual basis thereafter.
- 6. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit "A", attached hereto and made a part hereof.
- 7. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this _____ day of _____, 2019.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 2019, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2019.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

SCRUTINIZED VENDOR CERTIFICATION

I, _____, on behalf of _____,
Print Name and Title Contractor Name

Certify that _____ does not:
Contractor Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Date

NOTICE
BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU.....

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the PROPOSAL FORM.
- _____ 2. Fill out and sign the **PROPOSERS INFORMATION**.
- _____ 3. Fill out and sign the **NON-COLLUSIVE AFFIDAVIT** and have it properly notarized.
- _____ 4. Fill out and sign the **ACKNOWLEDGEMENT OF BUSINESS TYPE** and have it properly notarized.
- _____ 5. Sign the **CERTIFICATION PAGE (AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)**.
Failure to do so will result in your Proposal being deemed non-responsive.
- _____ 6. Fill out the **PROPOSER'S QUALIFICATION STATEMENT**.
- _____ 7. **W-9**
- _____ 8. Fill out the **REFERENCES PAGE**.
- _____ 9. Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- _____ 10. Sign the **PUBLIC ENTITY CRIME STATEMENT**.
- _____ 11. Fill out the **BACKGROUND CHECK AFFIDAVIT**.
- _____ 12. Fill out the **SCRUTINIZED VENDOR CERTIFICATION FORM**.
- _____ 13. Clearly mark the **PROPOSAL NUMBER AND PROPOSAL NAME** on the outside of the envelope.
- _____ 14. Submit **ONE (1) Original AND THREE (3) Photocopies** of your Proposal, **ONE (1) electronic copy** and **one (1) sealed proposal price** (to submit in a separate sealed envelope) with your submission.
- _____ 15. Submit Bid Bond (if required)
- _____ 16. Make sure your Proposal is submitted prior to the deadline. Late Proposals will not be considered.
- _____ 17. Include proof of insurance.
- _____ 18. Include copies of all Licenses and Certifications

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR
PROPOSAL BEING DEEMED NON-RESPONSIVE.**

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL
BY THE CITY ATTORNEY**

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY), a municipal corporation and _____ (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # _____ (the RFP) the CITY accepted competitive proposals for _____ (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on _____, 20____, Resolution No 20____/____;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations

and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire _____ (__) years from that date. The CITY reserves the right to extend the Contract for _____ (__) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this

Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

- 3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.
- 3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.
- 3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports,

Disaster Debris Monitoring & Financial Recovery Assistance - RFP 2019-06
photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

If the CONTRACTOR has any questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this CONTRACT, contact the custodian of public records at (954) 753-5040, email address cityclerk@cityofparkland.org or mailing address 6600 University Drive, Parkland, FL 33067.

8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF PARKLAND

By: _____
CHRISTINE HUNSCHOFSKY, MAYOR

Date: _____

ATTEST:

CITY CLERK

CONTRACTOR

Witnesses:

By: _____
Title:

Printed Name: _____

Date: _____

EXHIBIT "A"
RFP 2019-06
DISASTER DEBRIS MONITORING & FINANCIAL ASSISTANCE

EXHIBIT "B"
CONTRACTOR'S RESPONSE

**EXHIBIT “C”
ADDITIONAL TERMS AND CONDITIONS**