



City of Port St. Lucie
Electronic Request for Proposals (“eRFP”)
Event Name: 20230045
eRFP (Event) Number: Debris Monitoring Services

1. Introduction

1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals (“eRFP”) is being issued to establish a contract with qualified Consultant(s) who will provide **Debris Monitoring Services** to the City of Port St. Lucie (hereinafter, “City”) as further described in this eRFP. A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Scope of Work

The City of Port St. Lucie is seeking the professional services of individuals, firms, and legal entities capable of providing emergency Debris Monitoring Services which may be activated due to a catastrophic event such as a hurricane, tornado, or other emergency disasters. The selected Consultant(s) 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.

It is the intent of the City to procure the services of one (1) primary and one (1) secondary firm to monitor Disaster Debris Recovery efforts and provide related technical assistance, on an as-needed basis before, during, and after a disaster event. The selected Consultant(s) will provide disaster recovery monitoring expertise and services to assist the City in monitoring the removal, reduction, and environmentally approved disposal of debris and other obstacles resulting from these disasters. This expertise and services will be expounded upon in the Scope of Services portion of the document. Services shall be in full compliance with regulatory agency requirements and consistent with FEMA requirements for cost reimbursement for debris monitoring, removal, and disposal. The City reserves the right to utilize the services of both Primary and Secondary monitors at the same time.

The City of Port St. Lucie will assign a Debris Management Unit Leader to manage the debris collection/monitoring project in coordination with the selected vendors(s). The Debris Management Unit Leader will staff their position at an Emergency Operations Center (EOC) or Recovery Operations Center (ROC) depending on the impact of the disaster and the timeline in which Debris Management is taking place. The EOC/ROC will provide a site for overall coordination of the project with the selected Consultant(s), the Debris Management Unit Leader, and ancillary EOC personnel integral to the operation. Authorized local, State, and Federal agencies may also provide personnel to the EOC to assure a proper level of coordination. The Debris Management Unit Leader will be the primary point of contact for the selected Consultant(s).

The Primary Debris Monitoring firm will receive assignments first, however the City reserves the right to assign work to the secondary firm at the same time. The City shall activate the Debris Monitoring Contract and the Debris Management Unit Leader will notify the selected vendor. The selected Consultant(s) response to the recovery process must be immediate, rapid, efficient, with acceptable cost controls. These include, but are not limited to, accountability procedures, with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies. Activation may take place before the storm. Plan on having at least 1-2 staff members contact the Debris Management Unit Leader during the planning stages and pre-storm event and anticipate your plan and needs before the storm is over. Once the “all clear” is given, the

selected firm will go out and assess, and begin the clean-up process. The selected Consultant(s) shall mobilize personnel and shall be fully mobilized once emergency response organizations allow their personnel back on the roads and not later than 24 hours after Tropical Storm Force Winds (TSFW) have subsided. Debris monitoring work within the City will be prioritized by the Debris Management Unit Leader. The selected Consultant(s) shall be responsible for providing all necessary staff and equipment for carrying out its responsibilities under this Contract.

The selected Consultant(s) must be prepared to carry out the assigned tasks in compliance with all provisions of the City of Port St. Lucie's Debris Management Plan. A copy of this document is attached as Additional Information.

Purchase orders, or Visa orders to the selected Consultant(s) may include, but not limited to: monitoring activities pursuant to local, State, and Federal Rules and Regulations, and City's requirement; assistance and input to the updates to the above mentioned plans as needed, as well as new purchase orders or Visa orders for financial modeling and monitoring for advance forecast of expenditures related to disaster recovery from the collection and disposal of debris; readiness plan/planning as assigned and requested by the City.

The City will enter into a three (3) year contract with the selected Consultants (firms), with an option for one (1) additional two (2) year renewal, contingent upon satisfactory service and mutual agreement of both parties.

Proposal must comply with all federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. part 200](#) entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

1. BACKGROUND INFORMATION:

- A. The CITY is seeking a CONSULTANT to provide Disaster Debris Management Monitoring and Support Services for the CITY. The CONSULTANT is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines, and operating policies. The CONSULTANT will support the CITY before, during and following a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONSULTANT shall coordinate with the Disaster Debris Removal Contractor(s) and the CITY to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.
- B. The CONSULTANT will utilize an Automated Debris Management System (ADMS) provided by the CONSULTANT.
- C. CONSULTANT will provide all Disaster Debris Removal Contractor(s) vehicle certification.
- D. The CITY will provide a Field Service Representative for each of the CITY'S District(s) to oversee and monitor the collection activity within these districts and to work directly with the Disaster Debris Removal Contractor(s) and the CONSULTANT to schedule all work. The CITY will provide Temporary Debris Management Sites.
- E. The CITY currently has an Enterprise Geographic Information System (GIS) which utilizes ESRI's ArcGIS Server, ArcGIS Desktop Advanced, and Microsoft's SQL Server. Data is published to staff and the public using Rolta's Onpoint, which is a thin client for ESRI's ArcServer.
- F. The CITY'S Disaster Debris Removal Contractor(s) will provide the manpower and collection equipment in a timely manner to safely remove disaster debris as soon as possible. Additionally, the CITY'S Disaster Debris Removal Contractor(s) will open and operate Temporary Debris Management Site(s) (TDMS) and immediately begin processing material on site and begin shipping material to the final destination within ten (10) days of opening.
- G. The purpose of this RFP is to put in place an indefinite delivery/indefinite quantity Agreement for Disaster Management and Support Services based upon the specifications detailed herein. Task Orders will be issued pursuant to the Agreement, as necessary to complete work. What follows is a general description of the work anticipated.

2. SCOPE OF SERVICES:

- A. The scope of services to be provided pursuant to this RFP includes project operations management, collection monitoring, automated debris management system (ADMS), data processing and management, temporary debris management site monitoring, debris vehicle certification, damage complaint tracking, data compilation and reporting, payment monitoring and

reconciliation processing, reporting and coordinating with the CITY'S Debris Management Unit Leader, Cost Unit Leader and other related services as outlined in this section.

- B. CONSULTANTS are advised to propose based on the entire scope of services as defined herein, however the CITY reserves the right to select which specific services the CONSULTANT will provide and to add or delete services throughout the term of any resulting Agreement with mutual consent.

2.1 Project/Operations Management

CONSULTANT will be responsible for Project/Operations Management of the debris monitoring activities for the CITY. This responsibility includes providing an experienced Project/Operations Manager, supplying a temporary field office for the monitoring staff, and coordinating and meeting with the CITY, field staff and contractors. Additionally, the CONSULTANT will be responsible for hiring, training, deploying, scheduling, and monitoring the activities of its collection monitors.

2.2 Collection Monitoring

2.2.1 The CONSULTANT will be responsible for monitoring and certifying all the CITY'S authorized collection activities. This responsibility includes monitoring and certifying all collection equipment, debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the CITY. The CONSULTANT shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their ADMS and geocoded.

2.2.2 The CONSULTANT shall photographically document daily collection activities. CONSULTANT shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

2.2.3 Additionally, the CONSULTANT shall coordinate with the CITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

2.2.4 CONSULTANT'S staff should be equipped with modern communication equipment. CONSULTANT shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the CITY on an appropriately determined schedule.

2.3 Automated Debris Management System (ADMS)

2.3.1 Per FEMA policy document 327 Public Assistance Debris Monitoring Guide (https://www.fema.gov/pdf/governmentUgrant/pa/fema_327_debris_monitoring.pdf), recent advances in automated debris management tracking systems provided real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

2.3.2 The CONSULTANT shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for written and scanned tickets. The ADMS features shall include, at a minimum, the following:

- (1) Paperless electronic (handheld device) load ticket generation and data collection
- (2) Debris vehicle certification data capture at certification site.
- (3) Encrypted and secure field data transfer.
- (4) Accessible secure database for government and Disaster Debris Removal Contractor(s) use.
- (5) Database will be internet accessible by Disaster Debris Removal Contractor(s), CITY, State, and other public entities on a need-to-know basis.
- (6) Minimal manual entry of load ticket data fields (e.g., load call, type of debris, automated system capable to input possible municipal paper tickets or different ADMS systems).
- (7) Automation of debris pickup location thru use of Global Positioning System (GPS) technologies.

- (8) Evaluation of daily event status using web-based reporting and GIS tools.
- (9) Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system.
- (10) The CONSULTANT shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris.

2.4 Temporary Debris Management Site (TDMS) Monitoring

The CONSULTANT will provide TDMS monitors and spotters to observe and document the unloading, processing and loading of debris in strict accordance with FEMA requirements and the CITY'S Debris Management Plan. This responsibility includes estimating the load volume, completing the ADMS load tickets and signing and certifying that the information is complete and accurate. Additional responsibilities include conducting pre-use and post-use environmental monitoring, ensuring that the truck certifications are accurate, ensuring that all collection vehicles are equipped with the necessary safety restraints, coordinating with all federal, state, and local agencies, and keeping accurate records.

2.5 Debris Vehicle Certification

The CONSULTANT will be responsible for measuring and capturing data elements for each Disaster Debris Removal Contractor(s) vehicle in strict accordance with FEMA requirements utilizing their ADMS. Additionally, the CONSULTANT will take a photograph of each vehicle showing the vehicle number and type of vehicle. The CONSULTANT will also perform random verifications once per week at each TDMS to ensure that no vehicle modifications have been made.

2.6 Damage Complaint Tracking

The CONSULTANT shall assist the CITY with tracking, managing, reporting and customer follow-up through to resolution of all damage complaints resulting from debris removal activities. The CITY requires the complaints to be tracked using GIS linked photos.

2.7 Data Compilation and Reporting

a. The CONSULTANT will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos, and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.

b. The CONSULTANT will be responsible for providing regular status updates to the CITY. This reporting will include creating, updating, and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the CITY and the CITY shall have access to the database to perform queries and produce reports. The CITY will require the CONSULTANT to meet minimum standards for the timeliness of data reporting pursuant to Section 2.2 of the Statement of Work.

2.8 Payment Monitoring and Reconciliation Processing

The CONSULTANT will be responsible for reviewing, validating and reconciling Disaster Debris Removal Contractor(s) invoices prior to submission to the CITY for processing and approval.

2.9 Other Related Services

Additional services the CITY requires the CONSULTANT to provide include the following:

a. Assisting the CITY in preparing final reports for reimbursement by FEMA, FHWA and other agencies.

b. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulation applicable to debris management.

c. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data.

d. Meeting with the CITY'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the CITY'S Debris Management Unit Leader or his/her designee and providing in person CITY personnel training at least once per year at no cost to the CITY prior to hurricane season, and.

e. Additional services that the CONSULTANT wishes to propose or that the CITY and the CONSULTANT agree to add at a later date.

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Consultant to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from Consultants for potential award. All qualified Consultants are invited to participate by submitting responses, as further defined below. After evaluating all Consultants' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, by the [City Clerk's Office](#), to include the names of all participating Consultants and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONSULTANTS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 6.7 "Selection and Award" of this eRFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

1.4. Schedule of Events

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Bidders/Offerors' Conference Location: City of Port St. Lucie 3 rd Floor, Suite 390, Building A 121 SW Port St. Lucie Blvd Port St. Lucie, FL 34984 Attendance is: not mandatory	May 21, 2024	See DemandStar
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	May 28, 2024	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	May 31, 2024	5:00 p.m. ET
Proposals Due/Close Date and Time	June 7, 2024	As Published on DemandStar
Proposal Evaluation Completed (on or	TBD	N/A

about)		
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD	As Published on DemandStar
Final Evaluation (on or about)	TBD	TBD
Negotiations with Identified Consultant(s) (on or about); discretionary process	TBD	TBD

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations and Proposal Revisions may not be required.

*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Procuring Agent)

Name: Michelle Fentress, Procurement Contracting Officer II

Email: mfentress@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder”, “Proposer”, Consultant, or “Offeror”.)

City of Port St. Lucie “City” – the governmental entity identified in Section 1.1 “Purpose of Procurement” of this eRFP.

Immaterial Deviation - does not give the contractor a substantial advantage over other contractors.

Material Deviation - gives the contractor a substantial advantage over other contractors and thereby restricts or prevents competition.

Procurement Management Division (PMD) - The City department that is responsible for the review and possible sourcing all publicly sourced solicitations.

Proposer – an individual or organization who submits a proposal in response to a request for proposal (RFP).

Responsible - means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive - means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform - [DemandStar](#)

Any special terms or words which are not identified in the City’s eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Consultants” of this eRFP.

1.7. Contract Term

The initial term of the contract(s) is for three (3) calendar year(s) with the selected Consultants (firms). The City shall have one (1) additional two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded Consultant(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Bidders/Consultant

This section contains general business requirements. By submitting a response, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant's submitted pricing.

By submitting a response to the eRFP, the Consultant is acknowledging that the Consultant:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1 General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Consultants are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Awarded Consultant will in no way relieve them from contract responsibility.

2.1.2. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted Consultant (or the eRFP is officially cancelled), Consultants are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the pre-Proposal Conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Consultant violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Consultants must submit questions by the deadline identified in the Schedule of Events for submitting questions. Consultants are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

2.1.4. Attending Pre-Proposal Conference

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 “Schedule of Events” of this eRFP. Unless indicated otherwise, attendance is not mandatory; although Consultants are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Consultant must attend the conference in its entirety to be considered eligible for contract award. The Consultant is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all Consultants are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City’s Right to Request Additional Information – Consultant’s Responsibility

Prior to contract award, the City must be assured that the selected Consultant has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Consultant’s ability to perform, if awarded, the City has the option of requesting from the Consultant any information deemed necessary to determine the Consultant’s responsibility. If such information is required, the Consultant will be so notified and will be permitted approximately ten business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Consultants’ responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; The City’s Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Consultant’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A Consultant’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies’ Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8. The City’s Right to Amend and/or Cancel the eRFP

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy,

omission or other error in the eRFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eRFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eRFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Consultant shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the Consultant submitted its response) unless expressly stated otherwise in the Consultant's response. **THEREFORE, EACH CONSULTANT IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONSULTANT'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.7 of this document. **Consultants are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time**

2.1.9. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

The successful Consultant shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Consultant to submit an acceptable substitute without an increase in Bid price.

If apparent successful Consultant(s) declines to make any such substitution, City may award the Contract to the next acceptable Consultant(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Consultant(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Consultant enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Consultant of any responsibility, obligation or liability under this Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a Subcontractor from the Contract with or without cause.

2.1.10. Proposal of Additional Services

If a consultant indicates an offer of services in addition to those required by and described in this eRFP, these additional services may be added to the original contract at the sole discretion of the City.

2.1.11. Protest Process

Consultants should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14.](#)

2.1.12. Costs for Preparing Responses

Each Consultant's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Consultant. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this eRFP, including anything considered by the Consultant to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Consultant is hereby cautioned to NOT submit any documents that the Consultant does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a Consultant is marked as "confidential", "proprietary", etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Consultants should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP. Consultants are encouraged to utilize the training materials identified in Section 2.2. of this eRFP to ensure the Consultant successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is only communicated through the posting of this eRFP as an event in [DemandStar](#). This eRFP is being conducted through DemandStar an online, electronic tool, which allows a Consultant to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each Consultant interested in competing to win a contract award must complete and submit a response to this eRFP using [DemandStar](#). Therefore, each Consultant MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this eRFP document.

2.2.2. eRFP Review

The eRFP consists of the following: this document, entitled "PSL eRFP Document", and any and all information included in the eRFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the eRFP or links contained within the eRFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5).

2.2.3. Preparing a Response

When preparing a response, the consultant must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.

2. Answer each questions and/or provide sufficient detail where requested for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files as specified in this eRFP.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the consultant's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the consultant, the consultant's response will be considered incomplete and disqualified from further consideration.'
7. Please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the consultant as part of the technical proposal, the consultant should upload these additional materials as directed by the City.

2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the Consultant may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. PROPOSAL SUBMISSION. **Upload two files, the Technical Proposal (Bid Reply) (File #1) along with the mandatory documents (Attachment E) and the Price Proposal (Cost Worksheet) (File #2)** formatted as instructed in Section 2.2.4 of this document. All proposals shall be submitted by completing and returning all required documents. The drawings required in the technical proposal may be submitted as a separate attachment.
 - A. Upload the proposal including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the consultant temporarily losing a connection to the Internet.
 - B. Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents. The scoring of the Price Proposal will be revealed after the evaluation of the Technical Proposals.**
2. REVIEW AND REVISE. In the event the Consultant desires to revise a previously submitted response, the Consultant may revise the response. If the revisions cannot be completed in a single work session, the Consultant should save its progress." Once revisions are complete, the Consultant **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Consultant temporarily losing a connection to the Internet.
3. WITHDRAW. A Consultant may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Consultant desires to withdraw its response after the closing date and time, the Consultant must submit a request in writing to the Issuing Officer.

2.2.5. Proposal Format / Evaluation Criteria

Instructions to Respondents

The Respondent's PROPOSAL must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits set forth herein.

Information provided shall take into account the Evaluation Criteria listed in Section 4.3 of this document.

Proposals must include the following information in this order:

Technical Proposal – (Bid Reply)

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1 – Firms Experience & Event History

- A. List up to five (5) of the last debris-related events worked, show number of years each team member has been employed with your firm. If the experience is with another firm please provide information to include the other firm(s) name. Please include:
 - Project name (Storm Event), and brief description including Municipality name and location.
 - List the names and titles of staff on current projects
 - Describe company's role in project. If project is a joint venture, then list all companies involved and their role in the project.
 - List number of Project Worksheets (PWs) completed for FEMA. List total dollar amount written and approved. State if your firm wrote or assisted in compiling data or a combination thereof
 - List number of Detailed Disaster Incident Reports (DDIRs) written for FDOT and total dollar amount for all. List percentage completed by your firm. Break into categories of work.
 - List the total number of written PWs approved, in-full, by FEMA as requested and what was the total dollar amount approved.
 - List the total number of PWs written, not approved in-full by FEMA as requested and what was the total and average dollar amount of deductions for all written PWs.
 - List the (5) to (10) most common reasons why the PWs/DDIRs were reduced from the original amounts requested by the Applicant (municipality)
 - Describe Project Status, e.g. complete, in service, on standby, etc.
 - Describe special equipment and/or capabilities of your company and any sub-contractors to carry out this work.
 - Include a schedule showing role of each team member, their area of expertise, the percentage of time each member contributed to the project.

- Challenges encountered, resolutions (Limit 1 page)
 - Describe the system that you use, and what projects they were utilized on. If web-based, what is your backup plan?
- B. Provide five (5) contact names, telephone and fax numbers and email addresses for EACH government agency served during the past (3) to (5) storm events.
- C. Include how many years your organization has been performing these services.

Tab 2 – Staff Qualification and Experience

- A. List the name and role of staff members to be dedicated to the City of Port ST. Lucie for any project/storm event and list the areas of expertise they will represent.
- B. Provide a summary of how employees meet the training and standardized organizational structures. Please include certifications for NIMS & ICS.
- C. If your company will be using monitoring subcontractors for any part of this Contract to include Design or Structural Professional Selected Consultants, please provide on a separate piece of paper.
- D. If your firm has a Design or Structural Professional selected Consultant on staff please include their name and title.

Tab 3 – Ability to Respond & Schedule Work (Mobilization Plan)

- A. Describe the firm’s ability to handle multiple contractual obligations in the event of a regional or state-wide disaster involving multiple municipalities also under Contract for similar support.
- B. Include a sample Mobilization Plan. (Limit 1 page)
- C. Describe how you will provide housing for all employees. (Limit ½ page)

Tab 4 – Information to the Public

- A. Describe your method to include social media of disseminating and updating information to the public during and after an event.

Tab 5 – Price Proposal (Cost Worksheet)

- A. Attachment F – Cost Worksheet – Schedule A. Provide hourly rates for the key personnel on the worksheet using the automated debris management system. These labor rates shall be all inclusive of applicable taxes, benefits, handling charges, overhead, and profits (including lodging, meals, and transportation). Consultant should add to the list other positions necessary to provide the services outlined in the Specifications and hourly rates for each. Consultant shall also provide rates for supplying the City with aerial photographs.

3. General Insurance

This section contains general business requirements. By submitting a response, the Consultant is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Consultant’s submitted pricing.

3.1. Standard Insurance Requirements

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City’s review or acceptance of insurance maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St.

Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20230045 – Debris Monitoring Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

5. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Consultant's most recent annual report or audited financial statement.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or sub-consultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the consultant to obtain Certificates of Insurance from all independent consultants and subconsultants listing the City as an Additional Insured without the language "when required by written contract". If the Consultant, independent consultant and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the consultant/independent consultant/subconsultant.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Consultant must review the City's Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded Consultant must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the additional Insured party. The Consultant's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

4. Proposal Evaluation, Negotiations and Award

All timely proposals will be evaluated in accordance with the following steps:

4.1. Administrative / Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by the deadline.
2. Meets minimum qualifications.
3. Proposal is complete and contains all required document.

4.2. Evaluation Proposal Factors

If the Consultant's proposal passes the Administrative/Preliminary Review, the Consultant's proposal will be submitted to the Evaluation Team for evaluation.

4.2.1 Review of Proposals

Procurement Management will review each proposal in detail to determine its compliance with the eRFP requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 4.3 "Evaluation Criteria" of this eRFP.

The Consultant will receive a total score at the conclusion of the evaluation of the eRFP Evaluation Factors.

4.3. Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Experience & Event History	Maximum 200 points
Staff Qualification & Experience	Maximum 250 points
Mobilization Plan	Maximum 325 points
Information to the Public	Maximum 100 points
Price	Maximum 150 points
Total	Maximum 1000 points

4.4. Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the Consultant's best terms. PLEASE NOTE: NEGOTIATIONS ARE DESCRETIONARY; THEREFORE, THE CITY URGES THE CONSULTANT (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONSULTANT WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

4.4.1 Overview of Negotiations

After the Evaluation Team has scored the Consultant's proposals, the City may elect to enter into negotiations with all responsive and responsible Consultants or only those Consultants identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those consultants included in the competitive range must have highly scored proposals. The City shall negotiate a contract with the highest scored firm(s) to a compensation, which is fair, competitive and reasonable. Should negotiations with the highest scored firm fail, the City shall terminate negotiations with the highest scored firm and shall begin with the next highest ranked firm. This process will continue by negotiating with the next highest ranked firm until an agreement is reached and there are no qualified firms remaining or the eRFP has been cancelled.

4.4.2 Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

1. Negotiation Invitation

Those consultants identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Consultants will be notified in writing:

- a. The general purpose and scope of the negotiations;
- b. The anticipated schedule for the negotiations; and
- c. The procedures to be followed for negotiations

2. Confirmation of Attendance

Consultants who have been invited to participate in negotiations must confirm attendance.

4.4.3 Competitive Range

If the City elects to negotiate pursuant to Section 4.4, the City may either (1) elect to negotiate with all responsive and responsible consultants, (2) limit negotiations to those consultants identified within the competitive range, or (3) limit negotiations to the number of consultants with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those consultants identified within the competitive range, the City will identify the competitive range by (1) ranking consultants proposals from highest to lowest and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible consultants is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked consultants as determined by the Total Score.

4.4.4 Negotiation Round Completion

As part of each negotiation, the City may or may not engage in verbal discussions with the consultants. However, whether or not the City engages in verbal discussions, any revisions the consultant elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer

4.5. Selection Award

The responsive and responsible consultant receiving the highest Scored proposal and with whom the City is able to reach agreement as to contract terms will be selected for award.

4.6 Site Visits, Samples, and Oral Presentation

The City reserves the right to conduct site visits or to invite consultants to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Consultants requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Consultants are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the consultant's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Consultant's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Consultant's name, eRFP number, and item number. Failure of Consultant to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.7 Public Announcement

The preliminary results of the evaluation(s) will be announced through the public posting of either a Notice to Proceed Negotiation with Consultant(s) or Notice of Intent to Award by the [City Clerk's Office](#). The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. the NOIA (if any) will identify the apparent successful consultant(s), unsuccessful consultant(s), and the reasons why any unsuccessful consultants were not selected for contract award. NO CONSULTANT SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONSULTANTS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR THE POSTING OF THE NOTICE TO PROCEED NEGOTIATION WITH CONSULTANT(S) AND/OR THE NOIA.

5. Cost Proposal

5.1. Cost Proposal

Each Consultant is required to submit a cost proposal as part of its response. By submitting a response, the Consultant agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the Consultant's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Consultant's pricing as quoted on the eRFP's provided cost worksheet and (2) the Consultant's pricing as quoted by the Consultant in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the eRFP, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the eRFP, responses containing provisions for late or interest charges cannot be awarded a contract. Consultants must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
9. Consultant responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFP; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive; and

5.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Consultants and foster competition to obtain the best market pricing. Consequently, the City requires that each Consultant's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each Consultant is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Consultant's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download, review and complete the Cost Worksheet and then upload the Cost Worksheet per directions in DemandStar.

5.3 Payment by City's Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted price for the acceptance of payment by Visa will be taken into account for

consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

6. Payment

To ensure proper payment the awarded Consultant must:

1. The City shall have not less than 30 days to pay for any commodities.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the Awarded Consultant.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eRFP and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the Awarded Consultant within 48 hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Consultant must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will only make payments on authorized transactions.
10. All invoices must be sent to: The Project Manager

Payment by City's Visa Card Program

The City currently utilizes the Stat6e of Florida Visa Program. The awarded Consultant can take advantage of this program and in consideration, receive payment within several days instead Florida Prompt Payment Act NET 25 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume zero (0) percent discount applies.

7. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful Consultant's final response as accepted by the City, and all applicable contract terms and conditions, which can be downloaded from [DemandStar](#) (Attachment E – PSL Contract Agreement). The successful Consultant's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded Consultant and any subsequent revisions to the awarded Consultant's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Consultant to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Consultant's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Consultants should plan on all express requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Consultants. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

Exception to Contract

By submitting a proposal, each Consultant acknowledges its acceptance of the eRFP specifications, and the contract terms and conditions without change. If a Consultant takes exception to a contract provision or Solicitation Requirement, the Consultant must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the Consultant's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the Consultant is selected for potential award, the Consultant will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are

to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Consultant. The City reserves the right to proceed to discussions with the next best ranked Consultant.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Consultant. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Consultant an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Consultant is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Consultant attached hereto), the eRFP (including any subsequent addenda and written responses to Consultants' questions), and the Consultant's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the eRFP.
- (iii) Third, by giving preference to the specific provisions of the Consultant's Response, except that objections or amendments by a Consultant that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

❖ PSL eRFP (this document)

Project Related Attachments:

- Attachment A - Executive Summary
- Attachment B - Emergency Debris Management Plan
- Attachment C - Excel Bid Reply - Cost Worksheet – Schedule A (File #2)
- Attachment D – PSL Sample Contract

Attachment E – Mandatory Documents (File #1)

- Contractor's General Information Worksheet
- Cone of Silence Form
- Contractor's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug Free Workplace Form
- Certification Regarding Debarment
- Certification Regarding Lobbying

**Any documents indicated in this eRFP must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) may deem the Bidder as non-responsive.

Executive Summary

Debris Management

This City of Port St. Lucie Debris Management Plan identifies the actions required to plan for and respond to an emergency debris-generating event. The City of Port St. Lucie is responsible for coordinating the permanent removal, staging, recycling, and disposal of all debris deposited along or immediately adjacent to public rights-of-way, in accordance with City Ordinance 07-150. The Public Works Department is also responsible for clearing debris for egress from specified critical facilities in the immediate response phase. The City will activate emergency debris contractors when necessary to ensure efficient debris removal activities and to protect the health, welfare, and safety of the general public.

Emergency Debris Clearance

The City of Port St. Lucie Public Works Department is responsible for debris clearance immediately following a large-scale disaster in order to prioritize the impacted areas and resource needs. Most emergency debris-clearance activities are conducted during the response phase. Debris clearance from roadways and public property will be accomplished using a combination of in-house crews and equipment, mutual aid providers, and private contractor resources.

The first priority will be to clear debris from at least one lane of all primary and secondary roads to expedite the movement of emergency service vehicles, such as fire, police and medical responders. A listing of critical facilities and a primary road clearance list are included in this Debris Management Plan. City Damage Assessment Teams (public works and building department) will conduct initial zone by zone windshield surveys to identify the type of debris and to estimate amounts of debris on the roadways. The results of the windshield surveys will also be provided to the City's Emergency Operations Center. Priority for debris clearance will be based upon the following criteria:

- Extricate people
- Major flood drainage arteries
- Egress for Fire, Police, and Emergency Operations Center
- Ingress to hospitals
- Major traffic routes
- Supply distribution points and mutual aid assembly areas
- Government facilities
- Public safety communications towers
- Shelter locations
- Access for utility restoration

- Neighborhood streets
- Private property adversely affecting public welfare
- Recovery centers and business recovery centers

Permanent Debris Removal

The City's Debris Manager will coordinate all permanent debris management activities. A liaison will be assigned to the Emergency Operations Center. Removal operations includes multiple, scheduled passes at each critical site, location, or rights-of-way as directed by the debris management team. This manner of scheduling debris removal allows residents to return to their properties and bring debris to the edge of the rights-of-way as property restoration progresses. The City of Port St. Lucie has been divided into 15 Debris Zones to control and expedite debris removal and disposal operations.

Debris Monitoring

Loading site monitors will be provided by the debris monitoring consultant. The City of Port St. Lucie has printed sequentially numbered load tickets and numbered truck placards, available to the city to use at Debris Management Sites. Debris Management Contractors must certify and placard trucks used to haul debris. The loading-site monitor will initiate the load tickets that verify that the debris being picked up is eligible under the terms of the contract. Debris monitors will be stationed at all debris-management sites for the purpose of verifying the quantity of material being hauled by the approved contractor through the use of load tickets. The contractor shall construct and maintain inspection towers at each debris management site. A disposal site monitor will be located at each inspection station to verify the load and estimate the volume in cubic yards. The disposal site monitors will estimate the cubic yards of debris in each truck entering the City's debris management sites and will record the estimated quantity on the debris load tickets. The contractor will only be paid based on the number of cubic yards of material deposited at the disposal site as recorded on the debris load tickets. All reduced debris will be transported to the St. Lucie County landfill and weighed before disposal.

Removal from Private Property

According to the debris management plan, debris removal will only be conducted within the public right-of-way. Private property owners, including property-owners associations, are responsible for the removal of their own debris unless advance agreements are in place. However, the Federal Emergency Management Agency's Disaster Assistance Policy, DAP 9523.13 Debris Removal from Private Property, addresses eligibility of debris removal from private property. Debris removal from private property is generally not

eligible for Public Assistance Grant funding because it is the responsibility of the individual property owner. If property owners move the disaster-related debris to a public right-of-way, the local government may be reimbursed for curbside pickup and disposal for a limited period of time. If the debris on private business and residential property is so widespread that public health, safety, or the economic recovery of the community is threatened, the Federal Emergency Management Agency may fund debris removal from private property, but it must be approved in advance by the Federal Emergency Management Agency. Refer to Disaster Assistance Policy, DAP 9523.13 Debris Removal from Private Property, for information on the eligibility of debris removal from private property.

Demolition of Private Structures

The City of Port St. Lucie may need to enter private property to demolish private structures made unsafe by disasters, to eliminate immediate threats to life, public health, and safety. The City of Port St. Lucie Building Department is responsible for conducting habitability assessments and making the determination whether a structure is safe. In some cases, the costs of performing demolition of private structures may be eligible for Public Assistance Grant funding. The demolition of unsafe privately-owned structures and subsequent removal of demolition debris may be eligible when the following conditions are met:

- The structures were damaged and made unsafe by the declared disaster, and are located in the area of the disaster declaration
- The applicant certifies that the structures are determined to be unsafe and pose an immediate threat to the public
- The applicant has demonstrated that it has legal responsibility to perform the demolition
- A legally authorized official has ordered the demolition of unsafe structures and removal of demolition debris
- The applicant has indemnified the Federal government and its employees, agents, and contractors from any claims arising from the demolition work
- The demolition work is completed within the completion deadlines outlined in 44 Code of Federal Regulations §206.204 for emergency work

Eligible activities include demolition of the facility superstructure, filling in of open below-grade structures (basements, swimming pools), and other activities, including capping of wells and pumping and capping of septic tanks. Ineligible costs associated with the demolition of private structures may include:

- Removal of slabs or foundations, except in very unusual circumstances, such as when disaster-related erosion under slabs on a hillside causes an immediate public health and safety threat
- Removal of pads and driveways

Demolition activities are eligible for permanent work assistance when the work is required in support of eligible repair, replacement, or reconstruction of a project. Refer to Federal Emergency Management Agency Disaster Assistance Policy, DAP 9523.4 Demolition of Private Structures, for information on the eligibility of private-structure demolition. Additional information on debris removal and demolition operations can be found in the Federal Emergency Management Agency 325 Public Assistance Debris Management Guide.

Closeout for Debris Management

The City of Port St. Lucie Finance Department will provide for the collection and compilation of all labor, equipment hours, materials/supplies, and expenditures related to disaster response and recovery. The debris monitor consultant will also manage the receipt and submission of all debris contractor payables via load tickets and load ticket database information, and provide to the Finance Department for reconciliation.

Public Information Coordination for Debris Activities

The City's Communications Department will support the debris manager by developing a proactive information management plan. Emphasis will be placed on actions that the public can perform to expedite the cleanup process. Flyers, newspapers, and radio/TV public service announcements should be used to obtain the public's cooperation by separating garbage from storm debris; segregating household hazardous waste; placing disaster debris at curbside; keeping debris piles away from fire hydrants and valves; reporting locations of illegal dump sites or incidents of illegal dumping, and segregating recycle material. Pickup schedules will be disseminated to the local news media, and posted on the City's website. Information hotlines may be used to aid in the process.

EMERGENCY DEBRIS MANAGEMENT PLAN

Attachment B



**Emergency Debris Management Plan
Prepared by: Indian River State College
Prepared for: The City of Port St. Lucie
Created: June 2006
Revised: March 2015**

CONTENTS

	SECTION
STAFF ROLES AND RESPONSIBILITIES	
INTRODUCTION	1.0
PURPOSE AND OBJECTIVES	1.1
EVENTS AND ASSUMPTIONS	1.2
DEBRIS VOLUME ESTIMATE	1.3
ROLES AND RESPONSIBILITIES	1.4
ROLES AND RESPONSIBILITIES OF CITY DEPARTMENTS	1.5
EMERGENCY COMMUNICATIONS PLAN	1.6
HEALTH AND SAFETY	1.7
TRAINING SCHEDULE	1.8
FEDERAL ASSISTANCE	
FEDERAL ASSISTANCE	2.1
DEBRIS REMOVAL PILOT PROGRAM	2.2
FEDERAL HIGHWAY ADMINISTRATION EMERGENCY RELIEF PROGRAM	2.3
FORCE ACCOUNT LABOR AND EQUIPMENT	2.4
DEBRIS COLLECTION PLAN	
PRIORITIES	3.1
RESPONSE OPERATIONS	3.2
RECOVERY OPERATIONS	3.3
DEBRIS MANAGEMENT SITES	
SITE MANAGEMENT	4.1
ESTABLISHMENT AND OPERATIONS PLANNING	4.2
DEBRIS REDUCTION	4.3
CONTRACTED SERVICES	
EMERGENCY CONTRACTING / PROCUREMENT	5.1
OUTSOURCED DEBRIS OPERATIONS	5.2
GENERAL CONTRACT PROVISIONS	5.3
MONITORING DEBRIS REMOVAL	
DEBRIS MONITORING STAFF	6.1
DEBRIS MONITORING ROLE	6.2
DEBRIS MONITORING DOCUMENTATION	6.3
PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL	
OBTAIN FEMA GUIDANCE FOR PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL	7.1
CONDEMNATION CRITERIA AND PROCEDURES	7.2

MOBILE HOME PARK PROCEDURES	7.3
NAVIGATION AND HAZARD REMOVAL PROCEDURES	7.4

PUBLIC INFORMATION PLAN

PUBLIC INFORMATION OFFICER	8.1
PRE-SCRIPTED INFORMATION	8.2
DISTRIBUTION PLAN	8.3

LIST OF APPENDICES

Appendix A

Debris Control Zone Index Map & Road Responsibility Maps

- Locations
- FDEP Guidance

Appendix B

Estimated Debris Quantities (Forecasting)

Appendix C

Debris Roles and Responsibilities

Appendix D

Debris Removal Load Tickets

Appendix E

Hold Harmless Agreement/Right-of-Entry (ROE)

Appendix F

Debris Removal Contracts

- Grubbs Emergency Services, LLC Contract #20130046
- TFR Enterprises, Inc. Contract #20130046
- DRC Emergency Services, LLC Contract #20130046

Debris Monitoring Contracts

- TetraTech, formerly SAIC Contract #20090084
- CAPTEC Engineering, Inc. Contact #20090084

Appendix G

Public Service Announcements

Appendix H

Debris Removal Pilot Program

Appendix I

Debris Management Contact Lists

Appendix J

The Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Disaster Debris Management Sites with or without Deepwater Horizon Oil Spill Debris

Appendix K
Environmental Considerations

SECTION 1 STAFF ROLES AND RESPONSIBILITIES

1.0 INTRODUCTION

The City of Port St. Lucie Emergency Debris Management Plan provides for an organizational structure in the event of a major natural disaster. It is comprised of eight sections and eight appendices. The plan is modeled after FEMA 325 approved guidelines. When the City Manager declares a state of emergency and the Emergency Operations Center (EOC) is activated, the plan is placed into operation. The City's emergency reserve will provide the funding for the activation and operation of the plan, if necessary the Finance Section will help oversee the documentation process to aid in applying for and receiving federal reimbursement funding.

1.1 PURPOSE AND OBJECTIVES

The purpose and objective of this debris management plan is to assist the City in better preparing for and responding to disaster debris removal situations. The City's debris management plan outlines the components critical to the success of a debris removal operation in the City following a disaster. This plan provides key information that will help the City coordinate and effectively manage a turnkey debris removal effort if the City were affected by a major, debris-generating disaster. Central to the success of debris removal operations is the City's understanding of the following elements prior to a debris-generating event:

- The parties involved and their roles and responsibilities regarding the debris removal operation
- The rules, regulations, and guidelines enacted by the Federal Emergency Management Agency (FEMA) and other agencies governing debris removal
- The process of collecting debris
- The disposal of debris, including where the debris will be staged for reduction and/or hauled for final disposal

1.2 EVENTS AND ASSUMPTIONS

This Plan provides a coordinated response blueprint for the City, the debris monitoring firm and the debris removal contractor. With regards to debris removal efforts, this Plan assumes the following:

- The City's greatest threat of a debris-generating event is in the form of a severe weather system, such as a hurricane;
- Other debris-generating events that may impact the City include tornadoes, severe storms and flooding, or a man-made disaster event;

- A debris-generating event that exceeds the City’s capabilities for removal, will result in the activation of one or more of its pre-positioned debris removal contractors;
- A debris-generating event that exceeds the City’s capabilities for monitoring, will result in the activation of its pre-positioned monitoring firm; and
- If warranted, the City through the County (then state) will request federal assistance from FEMA.

1.3 DEBRIS VOLUME ESTIMATE

As a coastal community, the City’s greatest threat of a debris-generating event is from impact by a hurricane. Using the United States Army Corps of Engineers debris estimation model, the estimated debris volumes that would result from category 1-5 hurricanes is provided in table 1-1.

**Table 1-1
Estimated Debris Volume by Category Hurricane**

Strength	Cubic Yards
Category 1	281,015
Category 2	1,124,060
Category 3	3,653,194
Category 4	7,493,730
Category 5	9,367,163

1.4 ROLES AND RESPONSIBILITIES

The City of Port St. Lucie Emergency Debris Management Plan provides for an organizational structure in the event of a major natural disaster. It is comprised of eight sections and eight appendices. The plan is modeled after FEMA 325 approved guidelines. When the City Manager declares a state of emergency and the Emergency Operations Center (EOC) is activated, the plan is placed into operation. The City’s emergency reserve will provide the funding for the activation and operation of the plan, if necessary the Finance Section will help oversee the documentation process to aid in applying for and receiving federal reimbursement funding.

Emergency Management Coordinator

- Coordinate with the Debris Manager to ensure sufficient equipment and manpower resources are mobilized.
- Ensure that the City's debris management team is provided all needed administrative staff and equipment support, including computers, desks, chairs, etc.
- Receive regular updates from the Debris Manager regarding cleanup progress and any problems encountered or expected.

Debris Manager

The Debris Manager, (assigned by the Public Works Department) will be responsible for, but not limited to, the following assignments as they relate to debris management:

- Coordinate training sessions with the Debris Management and Monitoring Contractors
- Provide personnel and equipment to the Preliminary Damage Assessment Team
- Communicate information through the Emergency Management Coordinator to the City Manager and the EOC staff regarding the status of the debris clearing, removal, and disposal operations
- Assure that the City is represented at all meetings with other government and private agencies involved with the debris cleanup operation
- Coordinate with the City's Debris Monitoring and Debris Removal Contractors to streamline the removal process
- Coordinate with appropriate County, State, and Federal agencies, including FEMA, USACE, and others as appropriate
- Convene emergency debris coordinating meetings
- Ensure that the debris management team is provided all needed administrative staff support
- Provide media relations in coordination with the City's Communications Director
- Provide timely and accurate information to the City Public Information Office regarding the status of the debris removal operation. This responsibility shall include the preparation and distribution of public service type announcements informing the City residents of the requirements of debris removal
- The Debris Manager will dispatch a Liaison Officer to the City EOC.

Debris Management Site Coordinator

The Debris Site Management Coordinator will be responsible for the following assignments regarding debris reduction sites:

- Inspect, photograph and document the Debris Management Sites, prior to mobilization and post demobilization, to ensure the area was restored to pre-storm conditions

Debris Coordinator

A Debris Coordinator(s) will be assigned in each city department as needed. Debris coordinators are likely to be needed in the following departments:

- Public Works
- Utility Systems
- Parks and Recreation
- Building Department

The Debris Coordinator(s) will be responsible for, but not limited to, the following assignments regarding debris removal:

- Coordinate, through the Debris Manager, the required support and assistance necessary to sustain the debris removal and disposal operation on city property affecting city facilities
- Prioritize the needs for the department's facilities
- Ensure that the Debris Manager is kept informed of cleanup progress and any problems encountered or expected.
- Maintain a listing of all available department equipment identified for possible debris clearing and disposal missions

1.5 ROLES AND RESPONSIBILITIES OF CITY DEPARTMENTS

Following a disaster event, the City Public Works Department will be the lead department responsible for the oversight and management of debris removal operations. However, other City departments will provide support and have specific functions related to debris removal. See table 1-2 for a listing of the City departments and their roles and responsibilities related to debris removal.

**Table 1-2
City Departments' Roles and Responsibilities**

Department/Division	Primary Duties/Responsibilities
Lead Department	
Public Works Department	<ul style="list-style-type: none"> ▪ Provide general oversight for all phases of debris removal operation ▪ Coordinate and manage emergency roadway clearance activities immediately following a debris-generating event ▪ Interact with FEMA/State ▪ Oversee monitoring firm and debris removal contractors ▪ Coordinate with the debris removal monitoring firm with regard to invoice reconciliation ▪ Coordinate with FEMA regarding Project Worksheet (PW) development
Department/Division	Primary Duties/Responsibilities
Support Departments	
City Manager's Office	<ul style="list-style-type: none"> ▪ Provide information to the public regarding debris removal operations
Building	<ul style="list-style-type: none"> ▪ Support damage assessments following a disaster event to document damages to the City
Legal Department	<ul style="list-style-type: none"> ▪ Provide oversight regarding the legality of all debris removal activities ▪ Review all contracts including, ROE/Hold Harmless/Subrogation of Insurance, and any contracts for the use of private land for DMS
Parks and Recreation	<ul style="list-style-type: none"> ▪ Coordinate debris removal activities in City parks ▪ Also coordinate park use as DMS if necessary
Procurement Management	<ul style="list-style-type: none"> ▪ Coordinate with the Public Works Department during the contractor Request for Proposal (RFP) process
Finance	<ul style="list-style-type: none"> ▪ Generate contractor purchase orders (PO) as necessary throughout the clean-up and restoration process

Department/Division	Primary Duties/Responsibilities
	<ul style="list-style-type: none"> ▪ Track all disaster costs pertaining to debris removal activities and takes the lead on the City's Public Assistance process with FEMA.
Geographic Information Systems	<ul style="list-style-type: none"> ▪ Provide Geographic Information Systems (GIS) data to support debris removal activities ▪ Assist in the development of zone maps

1.6 EMERGENCY COMMUNICATIONS PLAN

All City Departments involved in debris removal operations are issued 800 mhz portable radios that have county wide communications capabilities. Communications concerning the debris removal operation will use existing frequencies and channels.

Communications between debris contractors and the City debris management staff will be primarily cellular.

Supplemental communications, if deemed necessary by the City Debris Manager will be secured through the Emergency Management Coordinator.

1.7 HEALTH AND SAFETY

The City shall have the right to declare an emergency or local emergency which means any natural or man-made event including but not limited to flood, conflagration, hazardous material dispersal, hurricane, tornado, earthquake or explosion with the limits of the city resulting in imminently threatening the death or injury of persons, or the destruction of property, to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.

To determine a threat to public health and safety that may result from the generation of widespread debris throughout the city, that such debris constitutes a hazardous environment for all modes of movement and transportation of the residents as well as emergency aid and relief services, endangerment to all properties in the city, an environment conducive to breeding disease and vermin, and greatly increased risk of fire, and that it is in the public interest to collect and remove disaster debris from all property whether public lands, public or private roads, and gated communities to eliminate an immediate threat to life, public health and safety to reduce the

threat of additional damage to improved property and to promote economic recovery of the community at large.

The city or its contracted agent(s) shall have right of access to private roads or gated communities as needed by emergency vehicles such as, but not limited to, police, fire, medical care, debris removal, and sanitation to alleviate immediate threats to public health and safety.

1.8 TRAINING SCHEDULE

The Debris Manager, in conjunction with the Debris Contractor's, will conduct annual training of debris management staff that will address any new or revised methods or procedures in the debris management process.

In the event of contract activation, the debris contractor will be responsible for the training and certification of all contractors, employees, and subcontractors involved in the debris collection and processing.

The monitoring contractor shall insure that all employees are instructed in the most recent rules and regulations concerning their portion of the debris management process.

SECTION 2 FEDERAL ASSISTANCE

2.1 FEDERAL ASSISTANCE

The Debris Manager will request Federal assistance when the debris-generating event exceeds the City's in-house debris clearing, removal, and disposal capabilities. The request will be submitted through the City Manager to the Incident Commander in the St. Lucie County Emergency Operations Center (SLCEOC). The Incident Commander will forward the request for a mission assignment to the State of Florida, Department of Emergency Management (FDEM) who will then place a formal request to the Federal Emergency Management Agency (FEMA). Additionally, the United States Army Corp of Engineers (USACE) will provide a liaison to the SLCEOC when activated. This liaison will serve as an advisor to the SLCEOC staff providing advice as needed and ensuring that the USACE is prepared to respond when tasked.

2.2 DEBRIS REMOVAL PILOT PROGRAM

This Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal (Debris Pilot) - Standard Operating Procedures (SOP) applies to debris removal sub grants in all major disasters and emergencies declared

on or after June 28, 2013. The Debris Pilot will remain in place for one (1) year, at which point the Federal Emergency Management Agency (FEMA) will assess the pilot's effectiveness at achieving its goals.

For more information see appendix H.

2.3 FEDERAL HIGHWAY ADMINISTRATION EMERGENCY RELIEF PROGRAM

Until recently, the Federal Highway Administration (FHWA) had the primary authority to remove debris on federal-aid highways under its Emergency Relief (ER) Program, including in the event of major disasters and emergencies declared by the President. FEMA PA funding was available for additional debris removal that was not covered by the ER Program and was otherwise eligible for PA Program funding. However, on July 6, 2012, MAP-21, the Moving Ahead for Progress in the 21st Century Act was signed into law. Section 1107 of MAP-21 placed limits on the FHWA-ER Program. Effective October 1, 2012, the FHWA-ER Program would not provide assistance for debris removal on federal-aid highways in jurisdictions designated for FEMA PA. Debris removal on federal-aid highways in these areas is now eligible for FEMA PA Program funding, pursuant to established eligibility requirements.

2.4 FORCE ACCOUNT LABOR AND EQUIPMENT

Depending on the severity of the disaster event, the City may utilize force account labor and equipment for specific activities related to debris removal. For planning purposes the City anticipates using force account labor and equipment to perform initial emergency roadway clearance activities following a disaster event. The emergency "push" activities will focus on critical routes needed by emergency response vehicles. See table 2-1 for the City's staging locations for emergency push equipment and teams. The City will document the employees, activities performed, hours worked, and equipment utilized for reimbursement purposes. In the event of a smaller disaster, the City may also use force account labor and equipment to perform debris removal activities from the right-of-way or public use areas such as parks.

**Table 2-1
Staging Locations for Push Equipment**

Staging Location	Address
Fire Station 12	1850 SE Village Green Dr
Fire Station 14	300 NW California Blvd

Fire Station 16	3910 SW PSL Blvd
City Hall	121 SW Port St. Lucie Blvd

SECTION 3 DEBRIS COLLECTION PLAN

3.1 PRIORITIES

Initial priorities for the removal of storm debris clearance will be based upon the following criteria:

- Egress for Fire, EMS, Police, and Emergency personnel.
- Ingress to hospitals, public shelters, and critical facilities.
- Major traffic routes.
- Public Safety communications towers.
- Secondary roadways.
- Neighborhood streets.
- Private property adversely affecting public welfare.
- Canals and drainage.
- Ingress and egress.

3.2 RESPONSE OPERATIONS

Response operations are the immediate actions taken for the clearance of debris to facilitate the priorities listed in Section 3.1. The primary responsibility for the initial "push" of debris from critical routes falls to the Public Works Department assisted by mutual aid and contractors as they become available.

Immediately following the event, extricating people and providing access to health care facilities are the top priorities; therefore, the major arterial routes are given top priority (see appendix A). Table 3-1 also provides a list of the roads that City will take priority clearing in order to clear major thoroughfares for access and emergency response vehicles.

**Table 3-1
Priority Roads for Debris Clearance**

Priority Roads
SW St. Lucie W Blvd
SW Prima Vista Blvd
Crosstown Pkwy
SW Bayshore Blvd
NW Airoso Blvd

NW Floresta Dr
SW Gatlin Blvd
SW Port St Lucie Blvd
SW Becker Rd
SE Veterans Memorial Pkwy
SE Tiffany Ave
SE Walton Rd
SE West Moreland Blvd
SE Morningside Blvd
SW California Blvd
S Bend Blvd
SW Savona Blvd
NW Selvitz Rd

When possible, prior to the response phase, the primary debris contractor and monitors will be notified and requested to respond. Decisions on Debris Management Sites (DMS) are to be made during this phase.

3.3 RECOVERY OPERATIONS

The Recovery Phase involves the removal and reduction of disaster generated debris. This phase involves multiple passes of removal crews through designated and publicized areas of the community. The following procedures will be implemented.

- Residents will be required to place storm generated debris curbside for removal.
- Residents will be required to separate debris according to type; e.g. vegetative, construction and demolition, white goods, household garbage and hazardous materials.
- Debris will be collected according to type and delivered to a DMS designated for the specific debris type.

The Debris Manager will be responsible for implementing all debris removal activities as practical after an event, with support from all City departments, and private contractors. Requests for additional assistance beyond the City and Contractors ability will be reviewed by the City Manager for action.

The Debris Manager will determine the staff required to complete the debris clearance and disposal mission and assign employees accordingly. Depending on the size and scope of the event, the City will be divided into Debris Management Zones. Mixed debris will be collected and hauled from the zones to designated DMS or to a designated landfill. Clean, woody debris will be hauled to the nearest designated vegetative DMS for eventual grinding or burning. Construction and demolition (C&D) and mixed debris will be hauled to the designated DMS for eventual sorting.

The primary tracking mechanism for all debris loaded, hauled, and disposed of under this plan will be the Load Ticket. Load tickets will be initiated at debris loading sites and closed out upon drop off at a DMS or permanent landfill. Load tickets will serve as supporting documentation for contractor payment and FEMA reimbursement. Electronic load tickets may be used.

Collection Methods

The preferred, and most expedient, method of debris collection is curbside pickup. City residents will be advised on the approximated dates of pickups within their zone, the types of debris that will be collected, and where the debris must be placed. In consultation with the selected contractor, mixed debris or source segregated debris collection will be chosen. Regardless of the method chosen for collection, residents will be instructed to segregate hazardous materials to avoid contaminating entire loads. Residents will also be instructed to segregate white goods. The City has been divided by The City GIS office into debris collection zones. Debris collection zone maps are included in the appendices to this plan.

SECTION 4 DEBRIS MANAGEMENT SITES

4.1 SITE MANAGEMENT

Debris Management Sites (DMS) will be managed by the Debris Site Manager or designee. The Debris Site Manager's responsibilities are outlined in Section 1.1. The Debris Site Manager will draw from other staff as required to insure the efficient and responsible operation of the DMS.

The Debris Management Sites locations are:

- California Boulevard Facility
Address: California Boulevard, City of Port St. Lucie
Ownership: City of Port St. Lucie
- Cameo Road Facility:
Address: Cameo Road, City of Port St. Lucie
Ownership: City of Port St. Lucie

4.2 DEBRIS MANAGEMENT SITES

The City has identified pre-designated vegetative debris management sites for the sole purpose of temporarily storing and reducing clean woody and vegetative debris through either burning or grinding. Contractors will operate the debris management sites made available by the City in accordance with *The Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Staging Areas for Hurricane-generated Debris* (updated 09-22-05). Each Contractor will be responsible for all site setup, site operations, rodent control, closeout, and

remediation costs at each of its sites. The Contractor is also responsible for the lawful disposal of all by-products of debris reduction that may be generated. See Appendix K for additional environmental considerations related to debris operations.

The Contractor will restore the debris management sites as close to the original condition as is. All sites are to be restored to the satisfaction of the Debris Manager.

Contractors are also expected to haul and manage construction and demolition (C&D) waste. C&D materials will be hauled to debris management sites for temporary sorting and storage until final disposal arrangements are made.

It is important to note that all material deposited at debris management sites will eventually be taken to a properly permitted landfill or recycling facility for final disposal. Under certain circumstances, the Debris Manager may direct contractors to bypass C&D debris management sites and approve the hauling of mixed C&D debris directly to a properly permitted landfill for disposal.

While residents will be encouraged to dispose of Household Hazardous Waste (HHW) separate from any storm related debris, small amounts of HHW may be mixed in with material deposited at the debris management sites. Therefore, the Contractor must be prepared to place any HHW in a separate enclosed and lined area for temporary storage, and must report any accumulation of HHW at the debris management sites to the Debris Manager. The Debris Manager will notify the Public Works Debris Coordinator, who will coordinate for removal and disposal.

Permits

The City Debris Manager will secure permits, approvals or authorizations from all governing agencies for the operation of any temporary Debris Management Sites used by the City or its Debris Contractors. The Debris Manager will ensure that debris management sites are permitted and operated in accordance with *The Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Disaster Debris Management Sites with or without Deepwater Horizon Oil Spill Debris* (updated 05-21-14, See Appendix J).

Permitting agencies may include:

- Florida Department of Environmental Protection (FDEP)
- St. Lucie County Solid Waste Department
- Florida Division of Forestry
- St. Lucie county Fire District

The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to its activities, in accordance with the terms of its contract.

Such costs might include but are not limited to:

- Site cleanup and/or remediation fines.
- Administrative or civil penalties.
- Third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with Federal, State, or Local environmental laws and regulations by Contractor, his/her subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

Site Operations

The following section outlines the procedures that should be initiated once DMS have been activated.

The owner or operator of the site will be required to follow environmental and operational guidance established by The Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Disaster Debris Management Sites with or without Deepwater Horizon Oil Spill Debris. Examples of guidance include but are not limited to the following:

Establish proper buffer zones around the perimeter of the site, but inside the site boundaries. Construct containment berms as necessary and document photographically. Ensure that incoming debris is segregated based on the volume reduction methods at the site:

- Recycling
- Grinding/Composting
- Burning
- Separation

Immediately clean-up fuel and hydraulic spills. Document the incident as follows:

- With Photographs
- When it occurred
- When it was cleaned up
- When and where the material was disposed

Photograph operations and monitoring activities weekly. Maintain up-to-date maps and layout of the site and operations. Implement efficient procedures to keep debris moving into the site, properly separated, and reduced, moved

out of the site. Document any changes, tests, problems, actions taken, and monitoring visits. Perform on-going volume reduction (on site or removal for disposal/reduction). Provide nuisance management (dust, noise, etc.). Provide vector controls (rats, insects, etc), and provide security (limit access). Ensure appropriate equipment is available for site operations.

Site Monitoring

The following procedures should be initiated for site monitoring:

Photograph the Site

- Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.

Record Physical Features

- Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc., should be documented in detail.

Historical Evaluation

- The past use of the site area should be researched and documented. If during the course of operations, prehistoric or historic artifacts, vessel remnants, or any other physical remains of historical value are encountered, work activity at the DMS will cease. The owner or operator will contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333 for further guidance. Other issues relating to historical or archeological significance of the site should be cleared with the state historical preservation agency.

Sample Soil and Water

- Soil and ground water samples should be collected prior to use of the site.
- Advance planning with community and State environmental agencies can establish requirements, chain of custody, acceptable sampling methods, certified laboratories, and testing parameters.
- If in-house assets are not available, the City may consider establishing a contract with an environmental consulting firm that can respond rapidly. Planned HHW, ash, and fuel storage areas should be sampled prior to site setup (FEMA 325).

Air quality

- Debris burning activities require air quality monitoring

- Test for ozone, carbon monoxide, nitrogen dioxide, sulfur dioxide, lead, and particulate matter less than 10 microns in size

Documentation of Issues at the Site

- Meticulous records should be kept documenting issues such as petroleum spills, hydraulic spills, or the discovery of HHW within debris at the site. This documentation will assist in the remediation of the site.

DEBRIS REDUCTION

Chipping and Grinding

Grinding and/or chipping operations will be conducted on all vegetative debris not reduced by burning operations. The following information outlines the requirements needed to produce an acceptable mulch product through chipping and grinding.

- Chip size: The average chip size produced should not exceed 4 inches in length and ½ inch in diameter. Production output should average 100 to 150 cubic yards per hour when debris is moderately contaminated and slows feeding operations, and 200 to 250 cubic yard per hour for relatively clean debris. (Note: this is not machine capability; this is contractor output or performance capability.)
- Contamination: Contaminates are all materials other than wood products. Contaminates must be held at 10% or less for the mulch to be acceptable.
- Storage: Chips/mulch should be stored in piles no higher than 15 feet.

Grinding and/or chipping of C&D materials are prohibited unless otherwise authorized. All personnel involved in grinding/chipping operations will receive safety briefing for all job functions.

Chips will be loaded and hauled to final disposition sites as quickly as possible to reduce the threat of fire. All appropriate fire protection measures will be established and maintained with the site management plan, site safety plan, and all other regulations.

Air Curtain Burning

Air curtain burning is the preferred method of debris reduction using fire. Air curtain burning will be accomplished on vegetative debris and clean, woody debris unless otherwise authorized by the Debris Manager and the Fire District. Under no circumstances will air curtain burning be conducted on C&D materials containing, or suspected to contain, hazardous materials.

All appropriate fire protection measures will be established and maintained in accordance with the site safety plan, site management plan, and other applicable Local, State, and Federal regulations. All personnel involved in air curtain burning operations will receive safety training pertaining to their duties in accordance with applicable Local, State, and Federal regulations.

Air curtain burning will be conducted below ground level in a below ground pit or above ground if geographically necessary. If above ground burning is required, it will be conducted in an approved container suitable for the operation. If a below ground pit is used, the pit shall be at least 8 feet wide and no more than 20 feet in depth and will be no wider than 1.1 times the width of the air curtain nozzle and no longer than 15 feet (10 to 12 feet recommended).

The burn pit should be made of limestone or equal material and be reinforced with earth anchors, wire mesh, or other items in order to support the weight of the loaders. There should be an impervious layer of clay or limestone on the bottom of the pit to attempt to seal the ash from any aquifers. This layer should be one foot deep and should be replaced if scraped.

The burn should be extinguished approximately two hours before anticipated removal of ash mound. The ash mound should be removed when it reaches two feet below the lip of the burn pit.

No air curtain burning will be conducted within 1000 feet of a structure or within 100 feet of a debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

Final Disposal of Reduced Debris

Debris that is reduced by burning (ash) and does not contain hazardous material will be disposed of at the St. Lucie County Landfill.

Recycling

Recycling is used to create a potential economic return from processing debris. Recycling is also the most environmentally sound method of debris reduction. Types of debris amenable to recycling and with potential residual value include:

- Construction lumber
- Metals
- Concrete
- Drywall
- Plastics
- Glass

- Soil
- Sand

The debris contractor is charged with recycling as much as possible to reduce the amount of debris that will ultimately have to be landfilled. White goods shall have all refrigerant properly removed, stored and disposed of in accordance with all Local, State and Federal Regulations.

Disposal Monitoring

The primary function of the monitoring firm with regard to disposal monitoring is to document the disposal of disaster debris at approved DMS and final disposal locations. Monitors perform quality assurance/quality control (QA/QC) checks on all load tickets and haul-out tickets to verify that information captured by collection monitors is complete. This QA/QC includes but is not limited to the following:

- Inspection of truck placards for authenticity and signs of tampering
- Verification that placard information is documented properly
- Verification that all required fields on the load ticket have been completed

Afterwards, the disposal monitor will document the amount of debris collected by making a judgment call on vehicle fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the calculated cubic yard (CY) capacity of the vehicle to determine the amount of debris collected. The disposal monitor's responsibilities include, but are not limited to the following:

- Completing and physically controlling load tickets
- Verifying debris removal trucks are accurately credited for their loads
- Verifying trucks are not artificially loaded
- Verifying hazardous waste is not mixed in with loads
- Verifying debris is removed from the debris removal trucks before exiting the DMS or final disposal site
- Verifying only debris specified within the City's scope of work is collected

In addition to the responsibilities listed above, final disposal site monitors are also tasked with the following:

- Verifying debris is disposed at a properly permitted landfill
- Matching landfill receipts and/or scale house records to haul-out tickets

SECTION 5 CONTRACTED SERVICES

5.1 EMERGENCY CONTRACTING / PROCUREMENT

Debris Monitoring and Debris Removal Contractors were selected using separate competitive bid processes. An invitation to bid was placed by the Office of Management and Budget (OMB) for each contract and contractors were provided with a list of contract specifications and contractor requirements.

5.2 OUTSOURCED DEBRIS OPERATIONS

The City has contracted, to outsource some aspects of the debris removal operations deemed necessary by the City Manager and approved by the City Council.

5.3 GENERAL CONTRACT PROVISIONS

The scope of contracted services for debris removal is as follows:

Contractor shall provide all, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature required to execute, complete, and deliver the timely removal and lawful disposal of all eligible storm generated debris (within FEMA guidelines) including hazardous and industrial waste materials.

Unit Price Contracts

The pre-disaster contracts are UPC that include a schedule of payment based on set costs for specific tasks. Debris removal is based on cost per cubic yard. Stump removal is based on stump diameters. Equipment rates are billed in hours.

SECTION 6 MONITORING DEBRIS REMOVAL

6.1 DEBRIS MONITORING STAFF

The City may outsource debris monitoring to a contractor, if needed. The scopes of work with contracts are included in the appendices to this plan.

6.2 DEBRIS MONITORING ROLE

The primary role of the debris monitors is to document the location and amount of debris collected. Monitoring is intended to insure that the debris removal contractor is performing the scope of work required by the contract.

The key elements required to verify the contractor's scope of work and determine eligibility are:

- Type of debris collected
- Amount of debris collected
- Original collection location

Monitors roles and responsibilities may also include:

- Certify truck capacities
- Complete and control load tickets
- Validate stump diameters
- Obtain GPS coordinates of debris as required by FEMA
- Credit loads to individual trucks
- Ensure trucks are properly loaded
- Ensure no hazardous waste exists in loads
- Ensure trucks are empty at DMS
- Ensure only debris cited in the scope of work is collected
- Ensure daily loads meet permit requirements

The following events or circumstances shall be reported to the Debris Manager by the monitor:

- Improper equipment being used
- Personal safety standards not being followed
- Public safety standards not being followed
- Completion schedules not being met
- Federal, State, or local laws and regulations not being complied with.

6.3 DEBRIS MONITORING DOCUMENTATION

Debris Monitor Reports

Truck Certification List – allows the monitor to identify the truck itself and its hauling capacity. List should include the following information:

- Certified size of hauling bed in cubic yards
- License plate number
- Truck identification number assigned by owner/contractor
- Brief physical description of the truck
- Digital pictures of truck showing front, rear, and both sides

Load ticket

Primary debris tracking document. Tracks debris from original collection point to the DMS. Load tickets should include the following information:

- Unique preprinted number (when using paper tickets)
- Contractor's name
- Date
- Truck number & driver's name
- Type of debris (vegetative, C&D, white goods, hazardous waste, other)
- Load location
- Loading date/time
- Monitor name/signature
- Truck capacity
- Load size
- Unloading location
- Unloading date/time
- Unloading site monitor name/signature
- Any other information required by FEMA
- Copy of the load ticket found in appendix D

SECTION 7 PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL

7.1 OBTAIN FEMA GUIDANCE FOR PRIVATE PROPERTY DEMOLITION AND DEBRIS REMOVAL

Eligibility of gated community and private roads will be determined by FEMA on a case-by-case basis following an event. Typically, the debris and devastation must be so widespread that debris removal from private property is a "public interest." Under current FEMA 325 guidelines, debris removal from private property is defined as a public interest when operations:

- Remove threats to the health and safety of the community at large
- Prevent significant damage to public or private property
- Assist in the economic recovery and thereby benefit the community-at-large

In order for private property debris removal to be eligible for reimbursement, the City must submit a written request to the FEMA federal coordinating officer (FCO) before private property debris removal operations begin. The request will include the following information:

- **Immediate threat determination** - The City must provide documentation from the Florida Department of Health, St. Lucie County Health Department, or equivalent public health authority that debris on private property is a threat to public health and safety.

- **Documentation of legal responsibility** – The City must demonstrate that it has the legal authority to enter private property and gated communities and accepts the responsibility to abate all hazards, regardless of whether or not a federal disaster declaration is made.

In the event that private property debris removal is authorized and considered for the City, the following documentation will be required by FEMA:

- **Right-of-Entry and Hold Harmless Agreements** – The City should execute signed ROE and Hold Harmless Agreements (HHA) documents with private property owners holding the federal government harmless from any damages caused to private property. The City may execute ROE and HHA forms prior to a disaster under the condition that the ROE and HHA form do not reference a particular event or disaster number.
- **Photos** – It is in the best interest of the City to photograph conditions of private property before and after debris removal is completed. The photos will assist in the verification of address and scope of work on the property.
- **Private property debris removal assessment** – The assessment will be a property-specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order as long as the scope of work can be clearly identified.
- **Documentation of environmental and historic review** – Debris removal efforts on private property must comply with all review requirements under 44 CFR (specifically parts 9, Floodplain Management and Protection of Wetlands, and 10, Environmental Considerations).

7.2 CONDEMNATION CRITERIA AND PROCEDURES

The City building department is authorized to declare any building, structure or house trailer located in the area of the City not within any boundaries of any incorporated municipality, to be unsafe and to constitute a nuisance, by the authority per city ordinance.

7.3 MOBILE HOME PARK PROCEDURES

High density sites such as mobile home parks and gated communities will be treated using the same procedures as individual sites. Storm debris must be moved to the public right of way for collection.

The exception to this section is the removal of debris to:

- Eliminate immediate threats to life, public health, and safety; or

- Eliminate immediate threats of significant damage to improved public or private property; or
- Ensure economic recovery of the affected community to the benefit of the community at large.

Debris removed under these emergency provisions shall follow the guidelines set forth in the FEMA Disaster Assistance Policy, DAP9523.13, titled Debris Removal from Private Property, and dated July 18, 2007.

7.4 NAVIGATION HAZARD REMOVAL PROCEDURES

The City will contract with a qualified debris removal contractor to remove navigation hazard debris on an as needed basis.

SECTION 8 PUBLIC INFORMATION PLAN

8.1 PUBLIC INFORMATION OFFICER

PIO will develop a proactive information management plan. Emphasis will be placed on actions that the public can perform to expedite the cleanup process. Flyers, newspapers, radio, and TV public service announcements will be used to encourage public cooperation for such activities as:

- Separating burnable and non-burnable debris;
- Citrus Canker debris and exotic vegetation requirements;
- Segregating Household Hazardous Waste (HHW);
- Placing disaster debris at the curbside;
- Keeping debris piles away from fire hydrants and valves, mail boxes and power lines;
- Reporting locations of illegal dump sites or incidents of illegal dumping;
- Segregating recyclable materials; and
- Disseminate pickup schedules through the local news media.

St. Lucie City has established an Emergency Public Information Office. The PIO is located at the Emergency Operations Center. The PIO is responsible for establishing a Joint Information Center for the purpose of distributing official information regarding emergency operations and recovery.

8.2 PRE-SCRIPTED INFORMATION

Depending on the size and scope of the debris removal operation, the PIO will prepare pre-scripted press releases to inform residents of when debris will be removed in their area, instructions for the separation of debris, and

locations of debris drop-off sites if established. Release of information will be approved by the Debris Manager prior to dissemination.

8.3 DISTRIBUTION PLAN

The PIO will distribute information regarding debris removal in the following manner:

- Distributed directly to the media at the Emergency Operations Center at daily press conferences through contact numbers with local radio, television, and newspapers.
- Through frequent updates on the City's website: <http://www.cityofpsl.com/>
- Social Media via Twitter: @CityPortStLucie

City of Port St Lucie
 Procurement Management Department
 RFP# 20230045
 Debris Monitoring Services
 Excel Bid Reply - Cost Worksheet - Schedule A (Attachment C)

COMPANY NAME _____

ITEM #	DESCRIPTION	HOURLY RATE	PROJECT WEEKS	HOURS PER WEEK	TOTAL HOURS	TOTAL COST
1	Project Manager/ Liaison Officer (1)	\$0.00	8	84	672	\$0.00
2	Lead Monitors (2)	\$0.00	8	84	672	\$0.00
3	Site Monitors (2)	\$0.00	8	84	672	\$0.00
4	Field Monitors (14)	\$0.00	8	84	672	\$0.00
5	Supervising Monitor	\$0.00	8	84	672	\$0.00
6	Loading Site Monitors (30)	\$0.00	8	84	672	\$0.00
7	Clerical/Administrative Supervisor (1)	\$0.00	8	84	672	\$0.00
8	Clerical Staff/Data Entry Clerk (1-3)	\$0.00	8	84	672	\$0.00
9	SUBTOTAL					\$0.00
10	Management Site Monitor	\$				
11	Roving Monitor	\$				
12	Debris Management Contractor	\$				
13	Call Center/Public Information Monitors	\$				
14	Administrative Staff	\$				
15	Aerial Photo Package (one flight and one photograph)	\$				
16	Photograph Copies (per duplication of original photo)	\$				
17	Additional Photographs (per photo, same flight, same location, different view)	\$				
18	Additional Location (one photo, same flight, different location)	\$				

All reimbursable expenses are to be included in the hourly rate.

NOTE: Billable hours shall be for time during which work is performed and shall not include travel time to or from the City. Travel times between locations within the City as billable time is acceptable.

Contractor Name: _____

Contractor Title: _____

Contractor Email: _____

Contractor Signature: _____

CITY OF PORT ST. LUCIE
SAMPLE CONTRACT – ATTACHMENT D
(DO NOT EXECUTE-TERMS MAY CHANGE DUE TO CONTRACTOR'S RESPONSE)

This Contract, executed this _____ day of _____, 2024, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, hereinafter called "Contractor" or "Proposer." The City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Debris Monitoring Services based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email, or fax and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: TBD

City Contract Administrator: Michelle Fentress
Procurement Contracting Officer II - Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5223 / FAX 772-871-7337
E-mail: mfentress@cityofpsl.com

City Project Manager: Mariana Feldpausch, Project Manager
City of Port St. Lucie –Office of Solid Waste
121 S.W. Port St. Lucie Blvd
Port St. Lucie, FL 34984
Telephone: 772-871-5258
Email: mfeldpausch@cityofpls.com

SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

This specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20230045, **Debris Monitoring Services** including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

EMERGENCY MONITORING REQUIREMENTS

1.1 Subcontract - The City may, at its discretion, limit the number of subcontractors working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

1.2 Electronic Load Tickets and Automated Debris Management System (ADMS)

The City is requiring the use of electronic load tickets and ADMS from its monitoring contractors. The debris management system shall provide real-time tracking and reporting. Electronic load tickets, computer tablets, and systems employing electronic contractor ID cards for instant data tracking, verification, and reporting. Systems shall incorporate truck tracking systems, GPS capability, and enhanced analytical capabilities of debris monitoring data.

1.3 Monitoring Services - Monitoring shall be done in compliance with the guidelines as described in the most current FEMA 325, 327, and FEMA 329 publications. Those monitoring efforts shall include, but are not limited to:

- 1.3.1 Providing assistance in updating the City's Debris Management Plan.
- 1.3.2 Provide annual training prior to the hurricane season of selected City staff in essential debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection Contractors and City, State, and Federal agencies.
- 1.3.3 Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Management Sites located or developed throughout St. Lucie County or the region if necessary as approved by the City.
- 1.3.4 Provide technical and permitting assistance associated with the need to locate additional Temporary Debris Management Sites when requested by the City.

- 1.3.5 Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
 - 1.3.5.1 Acquiring, hiring, training, deploying, and supervising properly equipped inspectors.
 - 1.3.5.2 Ensuring recycling of substitute refrigerants according to EPA regulations is followed.
 - 1.3.5.3 Establishing the schedule for inspectors for each day.
 - 1.3.5.4 Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - 1.3.5.5 Ensuring that all equipment is certified in accordance with most current City procedures. After a disaster, the City and the selected Proposer will begin equipment certification at a pre-designated site, or at the debris management site(s).
 - 1.3.5.6 All Contractor and subcontractor trucks shall have valid registrations, insurance, and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid Commercial driver's licenses (CDL).
 - 1.3.5.7 Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive at least one identifying marker, which shall be affixed to the side of the truck/trailer body. The identifying marker will be legible for monitors at the pickup location and the debris monitoring site. The truck driver may be provided up to two (2) copies of the certification sheet for the debris Contractor and subcontractor's records.
 - 1.3.5.8 Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
 - 1.3.5.9 Determining truck assignments and providing the necessary vehicle identifying markers for ease of identification and tracking.
 - 1.3.5.10 Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Selected Proposer shall establish a telephone claim reporting system with a local or toll free telephone number and provide staff for the professional management of receiving telephone complaints

or damage claims. The selected Proposer shall investigate and assist in documentation of property damage claims.

- 1.3.5.11 Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down the facility.
- 1.3.5.12 Surveying the affected areas for special situations or emergent needs, including but not limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations. The selected Proposer must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make daily reports to the City on any post event remedial action.
- 1.3.5.13 Record on a map the streets where debris was collected.
- 1.3.5.14 Perform other duties as directed by the designated City personnel including, but not limited to:
 - 1.3.5.14.1 Collect baseline data, per local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites.
 - 1.3.5.14.2 Assist the City in obtaining necessary local, State, and Federal permits for the designated emergency debris management sites.
 - 1.3.5.14.3 Conduct ongoing environmental data collection per local, State, and Federal requirements for the designated emergency debris management sites.
 - 1.3.5.14.4 Employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the selected Contractor and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the selected Contractor.
 - 1.3.5.14.5 Review and validate debris removal contractor(s) invoices prior to submission to the City for processing.
 - 1.3.5.14.6 Identify locations available to them for monitoring activities, in the event the City cannot provide facilities for a management center.

1.3.5.14.7 Maintain and update a log of damages reported, damage corrections, and releases for work by either the property owner or the City.

1.3.5.14.8 Maintain and update a log of the tickets inventoried, issued and/or voided.

1.3.5.14.9 Maintain and update tower logs of ticket information.

1.3.5.14.10 Maintain and update maps or other materials issued by the City, marking work complete with date and daily log of activities.

1.3.5.14.11 Maintain and update a log of ineligible debris piles.

1.3.5.14.12 Assist in developing progress reports for the City's media venues for the purpose of providing information to the community on the status and progress of the City's debris collection operations.

1.3.6 Coordinate all accounting issues in regards to invoicing and billing with the City's Finance Department.

1.4 **Communications and Customer Service Coordination** - The Contractor will work with the City's Public Information Officer to keep residents apprised of emergency debris clean up efforts.

4. ADMINISTRATIVE SERVICES RELATED TO ELIGIBLE REIMBURSEMENT COSTS

4.1 The Contractor shall provide technical, clerical, and information technology assistance to the City in completing any and all forms necessary for reimbursement from State or Federal agencies. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.

In addition, the Contractor shall:

4.1.1 Be capable of differentiating and segregating disaster related costs eligible for reimbursement between the FEMA Public Assistance (PA) Program, the Federal Highway Administration Emergency Relief (ER) Program, the Natural Resource Conservation Service Emergency Watershed Program, and / or any other applicable State or Federal programs in which the City may qualify for reimbursement.

4.1.2 Be capable of differentiating and segregating disaster related costs eligible for reimbursement into the appropriate category of work (e.g., Category A, B, C, etc.) for each applicable State or Federal reimbursement program.

- 4.1.3 Be capable of differentiating and segregating structures and facilities between eligible and not eligible for reimbursement based on legal responsibility of City as outlined in City ordinances, contracts, and bid specifications. Assist City in accurately identifying location of damages on or to facilities or structures using latitude, longitude, GPS coordinates, or other approved system of identification as may be required under the various State or Federal reimbursement programs.
- 4.1.4 Reconcile daily activity reports to summary of daily activity reports to ensure all daily activity reports have been provided and accounted for. Sort all daily activity reports as either eligible or ineligible duties performed. Assist in developing reimbursement requests for force account labor costs where only eligible work is identified on the daily activity reports.
- 4.1.5 Utilize standardized documentation content checklists by category of work (e.g., Category A, B, C, etc.) to list and itemize standard documents required to demonstrate eligibility for reimbursement under each category of work, as well as to itemize documents specific to each reimbursement request file. Checklists shall allow for inclusion of document name, identifying characteristics of the document (e.g., invoice number, invoice date), cost associated with each document, the date the document has been added as well as the name of the individual verifying the documentation has been added to the reimbursement request file.
- 4.1.6 Assist City in developing the justification for eligible requests for hazard mitigation funding, where appropriate. Delineate eligible costs between like-kind repairs and replacements and upgrade costs resulting from hazard mitigation where construction codes, standards, specifications or ordinances may not require the increased project scope and resulting upgrade costs.
- 4.1.7 Assist City in developing eligible requests for reimbursement for repair or replacement of City owned property or structures in accordance with applicable construction codes, standards, specifications, and ordinances. Assist in identifying and obtaining pertinent construction codes, standards, specifications, and ordinances to be included in the reimbursement request file.
- 4.1.8 Reconcile list of documents in each eligible reimbursement request file on documentation content checklist to the physical documents in each file and to the cost total for each reimbursement request file to ensure amount of requested reimbursement matches supporting documentation. Reconciliation of each reimbursement request must be performed prior to turnover of the file to the representative(s) of the appropriate State or Federal reimbursement program.
- 4.1.9 Create and maintain a cost summary list for all reimbursement request files under each applicable State or Federal reimbursement program. List should contain information including, but not limited to, total City expenditures per project, eligible reimbursement cost request, eligible administrative cost reimbursement request, and total eligible project / reimbursement request.

- 4.1.10 Perform reconciliation of changes in supporting details or cost amounts for each reimbursement request file identified on the cost summary list as circumstances require.
- 4.1.11 Scan and upload digital copies of all disaster related records to City designated document repository. Ensure all digital files are able to be opened and not corrupted after uploading. Perform reconciliation of paper records in each paper reimbursement request file to upload digital records on document repository to ensure completeness and accuracy of both digital and paper files.
- 4.1.12 Assist City in developing, compiling, and indexing photographic evidence of damages or repairs to facilities or structures and help choreograph the need to make said repairs or perform emergency protective measures before, during, and after the declared disaster, as may be required.
- 4.1.13 Be cognizant of instructions on any State or Federal reimbursement request forms that require information to be input in a format inconsistent with the overarching policies of the State or Federal reimbursement program. Obtain written direction from appropriate State or Federal representative(s) on how to complete the forms in a manner that is consistent with overarching program policies before proceeding.
- 4.1.14 Assist City in compiling direct and indirect administrative costs (Category Z) for all City personnel involved in the reimbursement request process. Ensure all eligible administrative costs up to and including closeout are captured and appropriately documented in each request for reimbursement.
- 4.1.15 Be responsive and address issues requested to be resolved by authorized City personnel without prompting continuous follow-up. Maintain a checklist of outstanding issues and provide periodic status updates to appropriate City personnel.

4.2 The Contractor shall provide optional hourly all-inclusive rates for clerical or administrative staff eligible for reimbursement to make copies and perform clerical duties and related functions to maximize the productive output of the Project Manager / Liaison Officer.

5. STAFFING REQUIREMENTS - CONTRACTOR

5.1 Personnel - The Contractor shall secure at their own expense, and hire all necessary personnel required to perform the services under the Contract. Such personnel shall not be employees of or have any contractual relationship with the City. Staff shall be familiar with the locations of the City's roadways, bridges, and stormwater infrastructure.

The Contractor shall provide information on how they intend to supply housing for all necessary personnel.

The Contractor shall be requested to assist in other debris recovery planning efforts, such as identifying adequate Debris Management sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.

The Contractor must be familiar with and have personnel trained in the Incident Command System (ICS) and the National Incident Management System (NIMS). This requirement is in keeping with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents.

The Contractor shall attend required meetings at no expense to the City, for pre-event planning.

The following describes the Contractor's responsibility of providing staffing for all natural and unnatural disasters, with up to but not limited to eight (8) Debris Management sites. Each collection site will be in operation from dawn to dusk, seven (7) days per week, unless directed differently.

- 5.1.1 **Damage Assessment Team:** After the all clear has been issued, a Contractor shall provide a Damage Assessment Team out in the field, or via air, to bring forth a City wide assessment of damages working directly with the City's damage assessment team so that expenses, timeliness and approaches can be planned.
- 5.1.2 **Project Manager/Liaison Officer:** The Contractor 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 the Contractor. The Contractor's Project Manager shall manage and supervise the debris monitoring services provided by the Contractor and serve as liaison between the City Debris Manager and the Contractor. The Contractor's Project Manager shall attend all meetings and briefings designated by the City.
- 5.1.3 **Lead Monitors:** Set-up and man the Staging Area Command and Coordination Center. Train the Site and Field Monitors and track their performance. Assign Field Monitors to contract haulers. Assign Field Monitors and contract haulers to collection grids. Track the daily collection on a City wide grid map. Coordinate the daily collection operation with the contract haulers site superintendent. Track the daily count of Field Monitors necessary to meet the contract haulers demands. Track the daily count of contract haulers trucks, trailers, and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage that may occur during the debris removal operation.
- 5.1.4 **Site Monitors:** Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. Two (2) trained inspectors shall rate each load before it can be off-loaded at the debris management site. One (1) inspector is representing the City, the other is representing the selected Proposer. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity.
- 5.1.5 **Field Monitors:** Trained to follow each contract hauler, as debris is collected through-out the City. The Monitor must witness and certify through their ADMS that

the hauler collected storm debris from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or construction & demolition debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location, and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors.

5.1.6 **Supervising Monitors:** The functions of the Supervising Monitors shall be the following:

5.1.6.1 Verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones.

5.1.6.2 Verify adequate photographic documentation of hazardous trees.

5.1.6.3 Coordinate activities between monitors.

5.1.6.4 Provide breaks to monitors.

5.1.6.5 Coordinate, research, and make recommendations on damage claims to the City Debris Manager.

5.1.6.6 Maintain positive public relations in regard to individual complaints.

5.1.6.7 Compile and complete necessary reports.

5.1.6.8 Investigate and resolve complaints of residents within the limits of the Contract.

5.1.6.9 Coordinate daily with the Debris Management Unit Leader and the debris hauler.

5.1.6.10 Coordinate daily operations of monitors.

5.1.7 **Loading Site Monitors:** The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at locations designated by the EOC, and to verify that only eligible debris is being removed from designated eligible sites within assigned debris pickup zones in Port St. Lucie.

5.1.8 **Management Site Monitors:** The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing, storage, and disposal.

Management Site Monitors shall also verify that all trucks leaving the Management Site have completely emptied all debris from the trucks.

5.1.9 **Roving Monitors:** The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in Port St. Lucie. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers).

5.1.10 **Debris Management Contractor:** The Contractor shall provide, if requested by the City, the services of an experienced professional contractor to assist the City in the operations and coordination of activities at the EOC. The qualified individual must have direct debris monitoring experience including the management of debris removal operations, the oversight of Debris Management sites, debris recycling, and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.

The Contractor shall report to the City Debris Management Unit Leader. The Contractor shall perform work as assigned which may include, but is not limited to, review of plans and procedures; drafting task orders, work plans and reports; audit of Debris Removal efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.

The City Debris Management Unit Leader will activate this Contract to mobilize the Contractor. The Contractor will be available to report in person, to the Debris Management Unit Leader for a minimum of two (2) weeks following mobilization. The City Debris Management Unit Leader shall establish the service requirements and length of time those services are needed based on needs of the City.

5.1.11 **Call Center/Public Information Monitors:** The City operates an Emergency Call Center during EOC activation, the Contractor may be called upon to complete the following:

- The Contractor's staff shall handle telephone hotline inquiries on a 24/7 basis until the final debris pass has been completed and all issues requiring the continued operation of the debris hotline have been addressed to the satisfaction of the City. A daily report, and a weekly summary, will be given to the City Debris Management Unit Leader at a daily morning meeting of all key personnel. Staff shall include a minimum of two (2) people that will remain to manage and complete reports for at least six (6) months after the event.
- The Contractor's staff shall handle telephone and electronic inquiries on a 24/7 basis until the final debris pass has been completed and all issues have been addressed to the satisfaction of the City. A daily report, and a weekly summary, will be given to the City Debris Management Unit Leader at a daily meeting of all key personnel. The Contractor shall provide first

class customer service using telephones, email and internet, and social media to effectively manage public information needs.

5.2 Employment Requirements - All Supervising Monitors, Loading Site Monitors, Management Site Monitors, and Roving Monitors must speak English, be a minimum of eighteen (18) years of age, have a valid driver's license issued in the United States, and be prepared to work a minimum of a twelve to fourteen (12-14) hour shifts, seven (7) days per week. The following is a list of qualifications:

- 5.2.1 Must have experience in at least one of the following:
 - Entry level Contractor
 - Solid waste site operations
 - Construction Inspector
 - Land clearing operations
 - Entry level surveyor
 - Solid waste collections
 - Previous similar monitoring or inspection experience
- 5.2.2 Must be capable of working in an outside, frequently harsh, environment and be able to climb a staircase ladder of ten (10) feet high.
- 5.2.3 Must attend a one-half (1/2) day debris monitor training session to be conducted at a location specified by the City Debris Management Unit Leader before the start of the first shift. Training will be the responsibility of the selected Proposer and must be approved by the City.
- 5.2.4 When on a loading site or a temporary emergency debris management site, all personnel must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are mandatory:
 - Hard hat
 - Reflective vest
 - Safety toed shoes
 - Long pants
 - Appropriate cold, hot, or rainy weather clothing
 - Eye and hearing protection

6. STAFFING REQUIREMENTS - CITY

6.1 **Damage Assessment Team** - The City will provide the initial damage assessment to identify necessary lifesaving actions, and assess the magnitude of damage. The team shall investigate the damaged areas by sector to record the extent of damage and to identify specific assistance requirements. The team shall estimate the amount and composition of debris observed in each sector and annotates the locations on community maps.

6.2 The City will provide a **Debris Management Unit Leader** to act as liaison between City staff, FEMA, and selected Proposer. This person will oversee the City's interest in the entire storm debris removal operation, and assure FEMA and Contract compliance.

6.3 The City will also provide a **Safety Officer** to ensure the Contract is being adhered to and all safety issued are being addressed.

6.4 **Unsuitable Personnel** – The City reserves the right to immediately remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are:

- City staff full time, part-time, or temporary
- Primary firm staff and or sub-contractor staff

7. SPECIFIC REQUIREMENTS

7.1 **Mobilization** - The Project Manager and other key personnel shall report to the City Debris Management Unit Leader within twelve (12) 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.

The Contractor shall provide an adequate number of professionals and qualified personnel to monitor the debris loading sites and debris management sites. The Contractor shall also provide Roving Monitors as needed and dictated by demands of the emergency event. The Contractor shall be required to increase its staffing from this point depending upon the severity of the debris generating event. At a minimum, the Contractor shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

7.2 **Telephone Contact List** - The Contractor shall maintain a telephone contact list and email list at each loading site and debris management site of the employees' supervisor, City Debris Management Unit Leader, EOC and nearest fire, police, and emergency medical facilities.

7.3 **Labor and Equipment** - The Contractor shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the Contract.

7.4 **Permits** - The Contractor shall be responsible for determining what permits shall be necessary to perform work under the proposed Contract. Copies of all permits shall be submitted to the Debris Management Unit Leader prior to commencement of work.

7.5 **Violations** - During the performance of the Contract, the Contractor shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Contractor or its subcontractors. Corrections for any such violations shall be at no additional cost to the City.

7.6 **Costs Associated with Violations** - The Contractor shall be responsible for paying any and all costs associated with violations of laws or regulations relative to the activities of the Contractor or its subcontractors. Such costs might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with Federal, State, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor.

7.7 **Meetings** - The Contractor must attend all meetings required by City Debris Management Unit Leader to evaluate the performance of all monitors or to discuss any open Contract issues.

7.8 **Work Authorization** - No work will be performed without a written work authorization (or work order) from the City.

7.9 **Ceiling Price** - A ceiling price will be established at the time of the work authorization (or work order). The City and the Contractor will carefully monitor costs to ensure he/she stays under the ceiling OR amended prior to exceeding the ceiling. The Contractor exceeds the ceiling at its own risk without an agreed-to-amendment.

SECTION IV TIME OF PERFORMANCE

The Contract Period start date will be _____ and will terminate three (3) years thereafter on _____. The Contractor will be required to commence work under this Contract by contacting the Debris Management Unit Leader during the planning stages and pre-storm event to anticipate your plan and needs before the storm is over. Once the "all clear" is given, the selected firm will go out, assess, and begin the clean-up process. The Contractor shall mobilize personnel and shall be fully mobilized once emergency response organizations allow their personnel back on the roads and not later than twenty-four (24) hours after Tropical Storm Force Winds (TSFW) have subsided. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V RENEWAL OPTION

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this contract for one (1) additional, two (2) year term for a total charge that is acceptable,

then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for the additional two (2) year term.

**SECTION VI
COMPENSATION**

The total amount to be paid by the City to the Contractor will be in accordance with actual hours service is performed at the following rates as described below.

Item #	Description	Hourly Rate
1	Project Manager/ Liaison Officer (1)	\$
2	Lead Monitors (2)	\$
3	Site Monitors (2)	\$
4	Field Monitors (14)	\$
5	Supervising Monitor	\$
6	Loading Site Monitors (30)	\$
7	Clerical/Administrative Supervisor (1)	\$
8	Clerical Staff/Data Entry Clerk (1-3)	\$
9	Management Site Monitor	\$
10	Roving Monitor	\$
11	Debris Management Contractor	\$
12	Public Information Monitors	\$
13	Administrative Staff	\$
14	Aerial Photo Package (one flight and one photograph)	\$
15	Photograph Copies (per duplication of original photo)	\$
16	Additional Photographs (per photo, same flight, same location, different view)	\$
17	Additional Location (one photo, same flight, different location)	\$

All reimbursable expenses are to be included in the hourly rate.

Billable hours shall be for time during which work is performed and shall not include travel time to or from the City. Travel time between locations within the City as billable time is acceptable. The Contractor shall not be paid additional compensation for any loss, and/or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described above, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to: the assigned Project Manager for this Contract.

In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

PAYMENT

Labor Rates - All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, clerical/administrative tasks, record keeping tasks, reporting tasks, quality control, overhead, profits and any other expenses necessary to the execution of a Contract to be developed as a result of this bid.

Payment Schedule - Invoices will be processed for payment only after approval by the Debris Management Unit Leader. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate, and consistent by the Debris Management Unit Leader.

Project Completion - The project will be considered completed when the Debris Management Unit Leader accepts all work specified under the Contract has been completed to his/her satisfaction and all eligible debris as defined in Section 4, has been picked up within the jurisdictions of the City, and all damage and issues relating to the disaster recovery have been resolved, and any Temporary Debris Management sites have been restored to their original condition or at the sole discretion of the Debris Management Unit Leader to meet the

needs of the City. Site close-up, demobilization, monitoring of any property damage resolution are all duties of the Contractor's Project Manager.

DELIVERABLES

All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted. The Contractor shall not bill additional time, and shall not be paid additional time, for time spent by any personnel to correct a load ticket, form, report, or other deliverables.

At a minimum, the following deliverables must be provided to the City at the completion of the Contract. However, deliverables shall be in no way limited to the following list. At its sole discretion, the City may add and/or delete deliverables to meet the needs of the City.

- 1) Electronic storage of all load tickets and ticket logs in an organized manner.
- 2) Daily tower logs.
- 3) List of all personnel with signatures and initials.
- 4) Electronic or Hard Copy (if requested) Binder(s) with damage reports, completed repairs, and releases (if applicable).
- 5) Electronic or Hard Copy (if requested) Binder(s) with issues and final resolution.
- 6) Report by pass with daily logs.
- 7) Digital List of tickets issued to collection contractors, by monitor, and list of lost and or voided tickets.
- 8) Digital Daily Report -- The Contractor shall prepare and submit daily operational reports.
- 9) Throughout the duration of the recovery operations. Digital daily reports shall document the Debris Contractor's activities and progress from the previous day and shall be submitted by 10:30 AM to the City's Debris Management Unit Leader. Each daily report shall contain the following minimum information:
 - i. Correctly and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps and graphs to delineate production rates of crews and their equipment,
 - iv. progress by area and estimations of total quantities remaining, time to completion, and
daily cumulative cubic yards of debris removed, processed and hauled
- 10) Final Digital Reconciliation - A final report will be prepared by the selected Proposer and submitted to the City Debris Management Unit Leader within thirty (30) calendar days of completion of recovery

operations. Recovery operations include closure and remediation of Debris Management sites and conclusions of all related operations. At a minimum this report will include: a discussion of disaster response requirements and results and recommendations for future disaster response.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the Solicitation and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in [section 768.28, Florida Statutes](#).

SECTION XI
INSURANCE

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20230045 – Debris Monitoring Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractor and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the

Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If the Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury, or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractors and any subcontractors shall comply with [section 119.0701, Florida Statutes](#). The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Art. I, § 24\(a\), Florida Constitution](#) and section 119.07(1)(a), Florida Statutes (2013). Pursuant to [section 119.10\(2\)\(a\), Florida Statutes](#), any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in [sections 775.082 and 775.083, Florida Statutes](#).

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes,

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies](#).
2. During the term of the Contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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.

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 City.

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.

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
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations}, which are herein incorporated by reference and made a part of this Contract.

- (2.) Nondiscrimination: The Contractor, with regard to the work performed during the Contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
- a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.
- (6.) Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration*

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or who property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; the Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION XV **INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make

inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or

inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVI **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it 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, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII **CONTRACT ADMINISTRATION**

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Notice(s) - Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier, or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

City's Public Relations Image - The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the

Contractor involved in the execution of work that is deemed to be conducting himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Contractual Relations - The Contractor is advised that nothing contained in the Contract or specifications shall create any contractual relations between the City and any subcontractors of the Contractor.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cleaning Up - The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be entitled for payment of authorized areas within the project work limits. The project work limits shall be established by the City of Port St. Lucie prior to construction. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the sole cost of the Contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

SECTION XIX
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty.

SECTION XX
TERMINATION

Termination for Cause - The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;
- VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default - If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or

- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

Termination for Convenience - The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Contract upon thirty (30) days written notice to successful Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation - The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

SECTION XXI **LAW, VENUE, AND WAIVER OF JURY TRIAL**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract, arising out of this Contract, or related to this Contract shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXII **E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.

4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in accordance with the Venue provision, as provided herein.

SECTION XXIII **TRUTH-IN-NEGOTIATIONS**

In accordance with the provisions of section 287.055, Florida Statutes, the Contractor agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION XXIV **CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client(s) to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXV **PUBLIC RECORDS / TRADE SECRETS / COPYRIGHT**

The Proposer's response to the City's proposal request is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, section [119.07, Florida Statutes](#) ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this City's proposal request and the Contract to be executed as subject to the provisions of the Public Records Law.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents

or other information to the City which the Proposer claims is Trade Secret information and exempt from the Public Records Law, the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under the Public Records Law. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

SECTION XXVI **PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVII **ATTORNEY'S FEES**

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXVIII **CODE OF ETHICS**

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in [Chapter 112.311 et seq.](#), Florida Statutes, and Code of Ethics Ordinances in [Section 9.14 of the City of Port St. Lucie Code](#).

SECTION XXIX **COMPLIANCE WITH LAW, RULES, & REGULATIONS**

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All applicable State and Federal Statutes must be followed (i.e. Davis Bacon, Child Labor Laws, Equal Employment Opportunities, etc.). Failure to comply with all general conditions may result in removal from the project.

In addition to other provisions required by the Federal agency or non-Federal entity, **all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.**

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

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

Termination for Cause and Convenience; Remedies: are discussed elsewhere in this Contract.

The following Items (1) through (12) are "MANDATED CONDITIONS that will be incorporated into the awarded contract as well as all applicable provisions of the DAVIS BACON ACT as amended (40 U.A.C.3141-3148). These following numbered sections are from the Federally Funded Subaward and Grant Agreement between the City of Port Saint Lucie and the Florida Division of Emergency Management (Pass-Through Entity) for the Federal Emergency Management Agency:

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause

above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The U.S. Department of Treasury shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The Contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The Contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

(5) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any

such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Division. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's

business enterprises are solicited whenever they are potential sources;

3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

- (8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148). As required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Wage Decision to use for this Contract is Not Applicable.

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand (\$10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand (\$10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the U.S. Department of Treasury, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the ARPA to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a

subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) ACCESS TO RECORDS

The Contractor agrees to provide the City of Port St. Lucie, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to permit the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(14) CHANGES

To be allowable under the ARPA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(15) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(16) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

(17) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

(18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200](#).

(19) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(20) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(21) PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the U.S. Department of the Treasury."

(22) COPYRIGHT AND DATA RIGHTS (If applicable)

License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

SECTION XXX
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXI
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXII
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXIII
ORDER OF PREFERENCE

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

SECTION XXXIV
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXV
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXVI
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Consultant and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: _____
Purchasing Agent

By: _____
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____ who is [] personally known to me, or who has [] produced the following identification:

_____.

Signature of Notary Public

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires:

NOTARY SEAL/STAMP

CONTRACTOR'S GENERAL INFORMATION WORKSHEET
eBID #20230045

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at _____, this _____ day of _____, 2024
(Location)

Name of Organization/Contractor: _____

By: _____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers

Name: _____

Address: _____

Telephone Number: _____

Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. Total number of staff at this location: _____ Total number of staff on the Treasure Coast: _____

7. Is the Firm a minority business: YES / NO

If no, is your company planning to implement such a program? _____

8. List the license(s) that qualifies your firm to construct this project: _____

9. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued	Addendum Number	Date Issued

10. **BID RESPONSE:**

10.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

10.2 Percentage of discount when payment is made with Visa: _____ %
*Please Note: The City has implemented a **Purchasing Card Program**. The Bidder can take advantage of this project and in consideration receive payment within several days instead of the City’s payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

10.3 Bid Reply Total from Cost Worksheet – Schedule “A”: \$ _____
(This figure must match the Cost Worksheet and the figure that is to be used on the DemandStar web page. Discrepancies between the Cost Worksheet spreadsheet uploaded on DemandStar, the dollar amount listed on the web page at the time of submittal and the Cost Work Sheet #20230045 uploaded on DemandStar will be resolved in favor of the Cost Worksheet – Schedule “A” that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Item #	Description	Hourly Rate	Project Weeks	Hours per week	Total Hours	Total Cost
1	Project Manager/ Liaison Officer (1)	\$ XX	8	84	672	XX
2	Lead Monitors (2)	\$ XX	8	84	672	XX
3	Site Monitors (2)	\$ XX	8	84	672	XX
4	Field Monitors (14)	\$ XX	8	84	672	XX
5	Supervising Monitor	\$ XX	8	84	672	XX
6	Loading Site Monitors (30)	\$ XX	8	84	672	XX
7	Clerical/Administrative Supervisor (1)	\$ XX	8	84	672	XX
8	Clerical Staff/Data Entry Clerk (1-3)	\$ XX	8	84	672	XX
9	SUBTOTAL		XX	XX	XX	XX
10	Management Site Monitor	\$ XX				
11	Roving Monitor	\$ XX				
12	Debris Management Contractor	\$ XX				
13	Public Information Monitors	\$ XX				
14	Administrative Staff	\$ XX				
15	Aerial Photo Package (one flight and one photograph)	\$ XX				

16	Photograph Copies (per duplication of original photo)	\$ XX
17	Additional Photographs (per photo, same flight, same location, different view)	\$ XX
18	Additional Location (one photo, same flight, different location)	\$ XX

11. Please explain and provide further information how the above listed hourly rates shall be regarded as “fair and reasonable” by FEMA for the identified listed services provided above in comparison to the “going rate” for similar or identical services within the geographic area which includes the City of Port St. Lucie. Please provide quantitative as well as qualitative data that substantiates the claim that the rates your firm has bid in response to this RFP are “fair and reasonable” and that they should meet any possible reasonableness test required by FEMA for similar or identical competitively bid rates within the City’s geographic area.
(Limit 1 page).
12. **EXPERIENCE:** List and describe three (3) to five (5) of the last debris-related events worked, show the number of years each team member has with your firm. If the experience is with another firm, please provide information to include the other firm(s) name. Please include:
- Project name (Storm Event), and brief description including Municipality name and location.
 - List the names and titles of staff on current projects.
 - Describe company’s role in project. If project is a joint venture, then list all companies involved and their role in the Project.
 - List number of Project Worksheets (PWs) completed for FEMA. List total dollar amount written and approved. State if your firm wrote or assisted in compiling data or a combination thereof.
 - List number of Detailed Disaster Incident Reports (DDIRs) written for FDOT and total dollar amount for all. List percentage completed by your firm. Break into categories of work.
 - List the total number of written PWs approved, in-full, by FEMA as requested and what was the total dollar amount approved.
 - List the total number of PWs written, not approved in-full by FEMA as requested and what was the total and average dollar amount of deductions for all written PWs.
 - List the five (5) to ten (10) most common reasons by the PWs/DDIRs were reduced from the original amounts requested by the Applicant (municipality).
 - Describe Project Status, e.g. complete, in service, on standby, etc.
 - Describe special equipment and/or capabilities of your company and any sub-contractors to carry out this work.
 - Include a schedule showing role of each team member, their area of expertise, the percentage of time each member contributed to the project.
 - Challenges encountered, resolutions (Limit 1 page).
 - Describe the system that you use, and what projects they were utilized on. If web-based, what is your backup plan?
13. How many years has your organization been performing these services? _____
14. List the name and role of staff members to be dedicated to the City of Port St. Lucie for any project/storm event and list the areas of expertise they will represent. (Please provide a list if needed on additional paper.)
- _____
- _____
- _____
15. Provide a summary of how employees meet the training and standardized organizational structures. Please include certifications for NIMS & ICS.
- _____
- _____

16. Will your company be using monitoring subcontractors for any part of this Contract to include Design or Structural Professional Selected Proposers? Yes () No () If yes, please list:

17. Does your firm have a Design or Structural Professional selected Proposer on staff?
Yes () No ()

18. Describe the firm’s ability to handle multiple contractual obligations in the event of a regional or state-wide disaster involving multiple municipalities also under Contract for similar support. Include a sample Mobilization Plan. (Limit 1 page).

19. Describe how you will provide housing for all employees: _____

20. The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Yes _____ No _____

21. List five (5) government agencies that your company served during the past three (3) to five (5) storm events similar to this project with the storm name, client name, client phone number, and email for each event.

Entity Number 1

Storm Name: _____

Client Name: _____

Phone Number: _____

Email: _____

Entity Number 2

Storm Name: _____

Client Name: _____

Phone Number: _____

Email: _____

Entity Number 3

Storm Name: _____

Client Name: _____

Phone Number: _____

Email: _____

Entity Number 4

Storm Name:

Client Name:

Phone Number:

Email:

Entity Number 5

Storm Name:

Client Name:

Phone Number:

Email:

22. Has the Contractor or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

23. Has the Contractor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes () No ()

If yes, please explain:

24. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

(N/A is not an acceptable answer - insert lines if needed)

25. List any judgments from lawsuits in the last five (5) years:

(N/A is not an acceptable answer - insert lines if needed)

26. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

27. Has Proposer been banned or disbarred from any Federally Funded Project or Program?
Yes () No ()

28. Describe your method to include social media of disseminating and updating information to the public during and after an event.

Signature

Title



NOTICE TO ALL PROPOSERS:

*To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through **Michelle Fentress**, Issuing Officer, for the procurement of these services.*

All questions regarding this Solicitation are to be submitted in writing to Michelle Fentress, Procurement Contracting Officer II with the Procurement Management Department via e-mail mfentress@cityofpsl.com. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**NOTE: All addendums and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name: _____

Signed: _____

Company and Job Title: _____

Date: _____



eRFP #20230045
CONTRACTOR'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

- ◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- ◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Contractor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers

(including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contractor contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



E-Verify Form

Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

E-Verify Company Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Solicitation Number (If Applicable) _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____(city), _____(state).

Signature of Authorized Officer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT

Solicitation#20230045

Debris Monitoring Services

State of _____ }

County of _____ }

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Proposer that
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He 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, has 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 contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____



STATE OF FLORIDA }
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* _____

by: _____ who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Commission No. _____

Notary Print: _____

Notary Signature: _____



DRUG-FREE WORKPLACE FORM
e-RFP #20230045
Debris Monitoring Services

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's 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 proposal 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 proposal, 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 Florida Statutes 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.

Consultant's Signature

Date

CITY OF PORT ST. LUCIE, FLORIDA
eBID No. #20230045
PROJECT TITLE: Debris Monitoring Services

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Contractor certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

*****All subcontractors are required to submit this form with the prime contractor's proposal** This is a mandatory document. No exceptions will be made.***

CITY OF PORT ST. LUCIE, FLORIDA
eBID No. #20230045
PROJECT TITLE: Debris Monitoring Services

CERTIFICATION REGARDING LOBBYING

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying”, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Company Name: _____

Authorized By: _____
(Sign) (Print Name)

Title: _____ Date: _____

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*** *This is a mandatory document. No exceptions will be made.***



Solicitation Addendum Form

Solicitation Number: 20230045	Solicitation Title: Debris Monitoring Services
Issuing Officer: Michelle Fentress, Procurement Contracting Officer II	Solicitation Initially Posted to Internet: See DemandStar
Email Address: mfentress@cityofpsl.com	Telephone: 772-871-5223
Addendum Number: 1	Date: 05/15/2024

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

REVISIONS:

- 1.) E-BID Document, section 4.3 (page 16 of 20)

4.3 Evaluation Criteria

The proposal will be scored in the following manner:

Category	Points
Firm's Experience & Event History	Maximum 200 points
Staff Qualifications & Experience	Maximum 250 points
Mobilization Plan	Maximum 300 points
Information to the Public	Maximum 100 points
Price	Maximum 150 points
Total	Maximum 1000 points

The Proposer who submits the proposal with the lowest Total Proposal Price will receive 10 points. Note: The hourly rate provided in the Cost Worksheet will not be evaluated. See example below:

Total Proposal Price	Percentage of Available Points	Total Points
\$35,000,000.00	100%	150
\$37,000,000.00	95%	142
\$39,000,000.00	90%	135
\$41,000,000.00	85%	128
\$43,000,000.00	81%	122
\$45,000,000.00	78%	117

*Percentage of Available Points: Lowest Submittal = 100% of Available Points.
Calculation for next lowest, etc. = (Lowest Submittal/Next Lowest Submittal) x 10*

NOTE: The bid opening date has not been changed.



Solicitation Addendum Form

Solicitation Number: 20230045	Solicitation Title: Emergency Debris Monitoring Services
Issuing Officer: Michelle Fentress, Procurement Contracting Officer II	Solicitation Initially Posted to Internet: See DemandStar
eMail Address: mfentress@cityofpsl.com	Telephone: 772-871-5223
Addendum Number: 2	Date: 05/31/2024

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control.

QUESTIONS:

- 1) **Question:** Per page 1 of the RFP requirements, "The City reserves the right to utilize the services of both Primary and Secondary monitors at the same time". If the City mobilizes multiple debris monitoring contractors simultaneously, will the City guarantee work for both contractors? Due to the cost and limitation of resources during a storm event (especially one that is large in scale), proper resource allocation is critical for successful debris operations for any affected community.

Response: All disasters require a scalable response; it is unlikely that the City would mobilize contractors unnecessarily. However, the City does not guarantee work in the case a disaster does not impact our area as forecasted.

- 2.) **Question:** In reference to the debris monitor qualification requirements presented on page 11 of Attachment D, the FEMA Public Assistance Debris Monitoring Guide advises that "Debris Monitors and those with similar qualifications are not required to perform previous debris monitoring duties." The requirements as currently stated may also limit the potential to hire locally. Can the City please confirm that advanced education/technical expertise and previous debris monitoring experience is not required for the debris monitor position?

Response: The company awarded needs to have previous experience, but not the monitors they hire during a storm. The monitors are trained quickly and most just scan truck placards and tickets.

- 3.) **Question:** The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS will be included in the hourly rates provided and



not as a separate hourly rate, separate flat rate, or substitutional charge for any listed position.

Response: ADMS is required and should be included in the pricing.

- 4.) **Question:** Per the RFP, Attachment E item 11, is the City referring to 2 CFR section §200.324 Contract cost and price? If so, such cost reasonableness is not based on comparing price with other municipalities in the surrounding area, it is based on profit. In this case rates proposed under this RFP are to be fully burden to include all costs (overhead, profit, labor, and expenses). Can the city please provide clarification for the data the city is requesting under this provision.

Response: The data that the City is requesting would be any documentation that supports all costs (overhead, profit, labor and expenses) submitted by the proposer.

NOTE: The bid opening date has not been changed.