



City of Port St. Lucie
Electronic Request for Proposals (“eRFP”)
Event Name: 20230046
eRFP (Event) Number: Disaster Debris Removal Services

1. Introduction

1.1. Purpose of Procurement

Pursuant to the Code of Ordinances, Section Port St. Lucie City Ordinance 35.07, this electronic Request for Proposals (“eRFP”) is being issued to solicit formal written proposals from experienced and qualified Contractors to perform **Disaster Debris Removal Services** for 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 Primary Contractor will be responsible for all debris operations listed within this Contract. If for any reason the Primary Contractor cannot perform, a Secondary Contractor will immediately fulfill all responsibilities for the debris operations listed within this Contract. The successful Contractors shall include annual planning and consulting activities with the City throughout the term of this Contract. The planning and consultation shall include, at a minimum, preliminary Temporary Debris Management Site (TDMS) selections, reviewing and updating debris collection zone maps, reviewing, and updating primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling and current Federal, State, and Local guidelines and regulations. The cost for this planning and consultation shall be included in the unit cost for each activity and be at no additional cost to the City.

The City reserves the right to increase or decrease the Contractor’s assignment and/or areas of operation within the scope of this Contract.

The following is a general description of services that shall be performed by the Contractors as approved by the City. The Contractor shall provide all supervision, labor, materials, tools, equipment, and subcontracted equipment/ tools, materials, necessary for the performance and completion of the Work. The Contractors shall conduct the work so as not to interfere with disaster response and recovery activities of federal, state, and local governments and agencies or public utilities. The Contractor shall also provide all employees working under this Contract with a visible picture identification card, displaying employee name, contract number, and with whom they are employed.

A written Notice to Proceed (NTP), (which will be a Purchase Order (PO) or Visa order form) will be issued by the City to the Contractor to begin mobilization for disaster recovery work. Written notice to proceed may be delivered electronically or hardcopy sent to the Contractors or his/hers assigned representative. Until a written NTP is issued by the City to the Contractors, no level of disaster recovery work is approved, guaranteed, or implied under this Contract. Upon receipt of the written NTP, the Contractor shall commence mobilization of personnel and equipment.

In the event the City does not issue an NTP to the Contractor during the term of this Contract, it is of no consequence; it is understood by all parties that no guaranteed minimum amount of work is implied to the Contractor under this Contract.

Scope of Work shall include, but may not be limited to the following:

- The City may use this Contract in the event of an emergency declared by the City Manager and/or City Council.
- The Contractor shall perform all work in strict accordance with Federal Emergency Management Agency (FEMA) guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- The City's disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane or major flood and includes procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, safe, coordinated recovery operations, including removal of debris from public property and rights-of-way throughout the City of Port St Lucie using a combination of municipal, and Contractor forces.
- The Contractor who receives a Contract for the work, will be required to participate in certain City directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the City.
- The City does not guarantee a Contractor will be activated if awarded a Contract.

A. FIRST RESPONSE (INITIAL PUSH)

FEMA shall set the emergency period for the initial push, contingent upon the magnitude of the disaster up to seventy (70) hours, which is defined as Seven (7), Ten (10) hour days and may be extended only upon the approval of FEMA. The Contractor shall perform the following services for the first response (initial push), as directed by FEMA and as approved by the City per issuance of the NTP.:

- Contractor shall conduct emergency clearance of debris from primary transportation routes.
- Contractor shall accomplish street clearance by removing all debris from traffic lanes and stacking the debris on the rights-of way.
- Contractor shall develop and submit copies of pre-event emergency response contracts with local equipment Contractors, as approved by the City, to ensure sufficient resources are available on a timely basis to rapidly accomplish road clearance. Equipment and personnel will assemble at pre-determined push point(s), as established by the City and the Contractor, to be assigned priority roads for immediate clearance based on the disaster event debris stream. At the push point(s) all equipment will be photographed, equipment numbers assigned, and all the pertinent information for each crew recorded. A master crew summary will be provided to the City of Port St. Lucie for documentation purposes. Crews shall be instructed to protect to the extent practicable existing utilities, curbing, sidewalks, signage, street pavements, and other permanent fixtures.
- Contractor shall respond to the City's Debris Management Unit Leader prior to the emergency situations when event is unknown, or extent of service needed is uncertain. Expectations will be established by the City and Contractor to pre-stage necessary equipment and manpower that can expand or contract depending upon the extent of the emergency.
- Contractor shall identify the priority level to be used.
- Contractor shall identify and communicate work-site limitations to the Debris Management Unit Leader.
- Contractor and their subcontractors shall obtain all required permits, certificates, and licenses.
- Contractor shall provide clearance to allow for emergency access of search and rescue operations.
- Contractor shall provide for access and entry roadways to and from disposal sites and solid waste disposal facilities.
- Contractor shall assist public/private utility companies with the ability to provide water, electrical, and other utility services.
- Contractor shall be responsible for the removal of various types of debris from public property and rights-of-way when directed to do so by the Debris Management Unit Leader.
- While Contractor is engaged in work requirements under this Contract, Contractor shall be responsible for the protection of street surfaces/asphalt, water, sewer, storm drain, cable TV, gas and electrical lines, and all other infrastructure and communication lines or other utility lines.

- Contractor shall provide for the emergency assessment of suspected contaminations of hazardous materials.
- The Contractor shall provide the City with a complete list of all sub-contractors proposed for the use during the disaster recovery.

B. PICK UP AND HAUL

1. Cradle to Grave Debris Removal from Public Property and Rights-of-Way

- Contractor shall, upon issuance of NTP, immediately mobilize equipment to the City as soon as a disaster event has occurred and quantifiable damage had been sustained.
- Contractor shall provide sufficient manpower and equipment to address disaster debris within the City.
- Contractor's primary responsibility includes but is not limited to debris removal from public property and rights-of-way and the hauling to the designated disposal site, or to the Temporary Debris Staging and Reduction site(s) for further separation and reduction prior to final disposal. Debris to include ROW detached stump removal.
- Contractor shall remove vessels upon directive from Debris Management Unit Leader or designee.
- Contractor shall remove debris from commercial property upon directive from Debris Management Unit Leader or designee.
- Contractor shall utilize their own vehicles and equipment to collect and load all debris from the City's properties and rights-of-way.
- The City shall direct Contractor's arriving equipment and crews to a central rally point for inspection, measurement, and certification prior to assignment and deployment.
- Contractor shall take photographs and detailed information of each vehicle used for debris removal. The City or its designee shall supervise the process and approve each vehicle's entry in the Truck \ Measurement Log provide by the Contractor.
 - Contractor's Truck Measurement Log shall include:
 - Assigned equipment number
 - License plate number of the haul vehicle
 - Operating company
 - Driver's name
 - Measurements in feet of the height, width, and length of the truck or trailer bed.
 - Sketch of the vehicle indicating exactly where the measurements were taken, volume capacity in cubic yards as calculated for the truck or trailer bed and initials of the City and Contractor.
- Contractor shall have all equipment and/or trucks used for hauling certified in accordance with industry standards and the most current City procedures. All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet all basic operational criteria; tailgates or equivalent containment devices, tarps, etc., as well as applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.
- Contractor shall adhere to their trucks and/or trailers, the Contractors company logo, and eight inch (8") numbers identifying the load capacity for each truck/trailer used for debris removal.
- Contractor is responsible for obtaining all required permitting documents.
- Contractor is responsible for all tipping fees.

2. Debris Removal from Private Property

- The Contractor shall not conduct "Right-of-Entry" (ROE) operations on private property without written authorization from FEMA or the Debris Management Unit Leader.
- Contractor shall remove debris from private properties or other titled property upon directive from Debris Management Unit Leader or designee.
- The Contractor's technical team shall assist the City with the request for Right-of-Entry (ROE), interpretation of the ROE eligibility criteria, ROE rules for the current disaster, and the documentation necessary to authorize work on private property.

3. Work Areas/Zones

- The Contractor shall review the City's debris zone maps and provide any input or suggestions as necessary to improve the readiness and response efforts.
- The assignment of Contractor's crews to specific zones for debris collection shall be made in coordination with the City, prioritizing those areas most affected by the disaster.
- The Contractor shall be responsible for collection crews in their assigned areas to ensure debris eligibility, safe operation, and adherence to FEMA debris collection guidelines. The crews will also be guided by the debris monitoring contract.
- • The Contractor shall conduct a minimum of three (3) debris removal collection passes from City properties and right-of ways within each of the zones. Contractor's third debris removal collection pass will require the City's close observation and inspection to ascertain whether or not the City will certify the zone clear of debris. Contractor shall resolve any deficiencies noted by the City prior to moving crews to the next zone. The Contractor shall submit daily reports to the Debris Management Unit Leader that indicate each zone's status including those that have been cleared.
- Contractor shall ensure all debris is loaded at curbside with appropriate machinery that will not destroy property. No hand loading will be permitted. Knuckle boom trucks are the preferred method of loading at curbside.
- Depending on debris size and type, Contractor shall use appropriate excavation type machinery in accordance with Federal, State, and Local safety guidelines.
- The Contractor shall acknowledge complaints and respond within twenty-four (24) hours from receipt and have three (3) weeks from initial notification to remediate. All areas throughout the City where debris removal is accomplished and there is damage due to the Contractor's operations, the Contractor shall be responsible for returning those areas to their original condition and providing before and after pictures of the area. All damages to pavements, sidewalks, curbs, utility lines or any other infrastructure, in coordination with the City, shall be repaired or restored by Contractor and at Contractor's sole expense to the satisfaction of the City.

C. TEMPORARY DEBRIS MANAGEMENT SITES (TDMS) / INSPECTION STATIONS

The City will identify TDMS as needed. Locations are based on DEP notifications which activate the approval, and all sites must be licensed and submitted to the City.

The Contractor shall provide office trailers at the site for use by the City and its Monitoring staff to conduct daily operations throughout the term of the recovery process. The office trailers shall be of adequate size to accommodate all necessary personnel designated by the City. The City reserves the right to inspect and approve all trailers prior to delivery and set up.

After activation by the City and prior to using the TDMS, the Contractor shall take site preparation and activation steps to record baseline data to document the site's pre-use condition. The following actions shall be taken to support this process:

- TDMS management. Locations are based on DEP approval and all sites must be licensed and submitted to the City.
- Take ground or aerial video/photographs of the entire site.
- Note important features, such as structures, fences, culverts and landscaping.
- Take and analyze random soil samples.
- Take and analyze water samples from any existing wells.
- Topography and soil/substrate conditions of the site shall be evaluated to determine the best layout for debris management and processing activities.

1. Site Plan

Contractor shall submit to the City for approval the site plan and operating procedures for the TDMS and shall at a minimum include the following:

- Ingress/egress identified with caution signage on approach roads.
- Establishment of interior road system utilizing any existing roads to the fullest extent.

- Traffic flow throughout the site with appropriate traffic control and safety signage.
- Inspection tower, with roof, sufficient for a minimum of three inspectors.
- Separate bermed containment areas lined with an impermeable material for the storage of Household Hazardous Waste (HHW), ash, and fuel.
- First aid station.
- Fire Extinguisher(s).
- Debris collection area for receiving debris from haul trucks.
- "Clean" debris area for separated woody debris and burnable construction and demolition debris waiting reduction.
- Temporary storage areas for metals, white goods.
- Temporary storage area for non-burnable debris awaiting transfer to final disposal.
- Debris reduction area with appropriate setbacks for the type of reduction (burning or grinding) employed.
- TDMS activation date/time and daily hours of operation.
- TDMS management team with 24-hour contact numbers.
- Silt fence around the perimeter and especially near a body of water.

Contractor shall attempt to limit the modification of the site to the extent practicable in order to minimize site closure and restoration activities/cost. Contractor must ensure that TDMS is restored to its initial state.

2. Debris Separation and Reduction

Prior to disposal of debris, Contractor shall provide all assistance in the form of personnel and equipment to perform debris separation and reduction. The Contractor shall separate debris into four general groups: woody vegetative debris, construction/building rubble, hazardous materials and recyclable materials, such as but not limited to aluminum, steel, cast iron and household white goods (refrigerators, appliances, etc.). Contractor shall provide any one or combination thereof following debris reduction alternatives for determination by the City.

- Grinding, mulching and/or chipping.
- Air curtain incineration or burning into ash. Contractor shall secure proper permits.
- Compaction
- Recycling
- Maulers and shredders as used to reduce metals.
- Separation and removal of CFC refrigerants and motor oils from white goods.
- Separation of soil from debris with the use of screens.
- Separate and reduce debris by grinding for vegetation and compaction for C & D.
- Household Hazardous Waste shall be separated from the general waste stream and stored in aligned containment area. Incompatible household hazardous waste chemicals shall further be segregated and properly stored or packed for transportation to a facility specially permitted to accept hazardous waste.
- The Contractor shall provide temporary containment of any storm-generated hazardous waste identified by the City. Hazardous waste shall be identified, segregated, and containerized.
- All hazardous compacts must be removed by the Contractors certified hazardous waste technicians.

3. Inspection Stations

The Contractor shall construct, establish, and maintain Inspection Stations as the points of inspection and determination of load volume for use by the City. The debris monitoring firm shall provide debris removal tickets/forms (forms must meet FEMA reporting guidelines) to be used for quantifying and documenting debris loads at each Inspection Station. The monitoring firm will provide a copy of the debris removal ticket to the Contractor's vehicle operator. Contractor shall ensure that inspection stations are situated in a well-organized and manageable working area at the entrance of each of the TDMS.

These Inspection Stations shall be constructed, established, and maintained by the Contractor at every debris reduction, recycling and/or TDMS. Contractor shall construct inspection stations to allow for working conditions in a safe and comfortable working environment to be determined acceptable by the City. Contractor shall construct Inspection Stations in accordance with applicable technical and building code requirements ensuring the following guidelines are met.

- Maulers and shredders as used to reduce metals.
- Separation and removal of CFC refrigerants and motor oils from white goods.
- Each inspection station shall be of sturdy construction using pressure treated wood.
- The floor elevation of each inspection station shall be such that it affords the City agent a complete view of the load bed of each piece of equipment being utilized to haul debris, and also allows for easy transfer of the debris removal load ticket between the City agent and the Contractor's vehicle driver.
- The floor area of each inspection station shall be a minimum of 4' x 8', constructed of 2" x 6" joists, 16" on center with ¾" plywood supported by 4" x 4" posts.
- The perimeter of the floor area of each inspection station shall be protected by a 42" high railing constructed of 2" x 4" studs with access by wooden steps and a handrail.
- Each inspection station shall reasonably accommodate a minimum of three (3) people.
- Contractor shall be responsible for providing and maintaining portable sanitary facilities at each Inspection Station, which complies with all sanitary and technical codes. For each Inspection Station, Contractor shall also provide portable sanitary facilities in accordance with American Disabilities Act (ADA) and Florida Accessibility guidelines.

4. Maintenance

Contractor shall perform routine maintenance of the TDMS throughout the tenure of the site to ensure safety and minimize environmental impact. The Contractor's maintenance activities to the site shall include:

- Adding rock to ingress and egress roads for stabilization.
- Modifying road system as needed.
- Installing silt fence or berm-type systems to divert rainwater and protect areas from runoff and loss of topsoil.
- Relocation of caution signage.
- Periodic replacement of liners under stationary equipment.
- Periodic updates of video/photographs of DMS features to track evolution.
- Documentation of any accidents, spills, or environmental mishap occurring at the site.
- Litter removal on site, maintenance of garbage cans as needed, containerized dumpsters, and recycling containers for products consumed on site. Daily sweeping of the ingress/egress onto the city roadway network from the sites.

5. Site Closeout

Each TDMS shall eventually be emptied of all debris and restored to its previous condition and use. The Contractor shall provide a timely closeout of the TDMS. Prior to emptying all debris from the TDMS and restoring it to its previous condition, Contractor shall:

- Conduct groundwater and soil tests to compare with pre-use baseline tests (as stated in 1.2 C) to ensure that no long-term environmental contamination is present at the site.
- Remove all debris, stored material, and unnecessary equipment from the site.
- Conduct an environmental audit or assessment.
- Develop a restoration plan.
- Submit the plan for review and approval by the City.
- Execute the approved plan.
- Obtain acceptance from the City and execute the site closure documents.

6. Quality Assurance

Contractor shall provide a team of experienced Field Supervisors to observe and provide guidance to Contractor/Subcontractor crews.

D. FINAL DEBRIS DISPOSAL FROM THE TDMS

All debris collected by Contractor during disaster recovery activities shall be disposed of in accordance with all applicable State, Federal and Local laws, standards, and regulations. Contractor shall collect debris that has been separated and reduced into piles at the TDMS and haul it to its final disposal destination. All debris generated, inclusive of debris that has been separated and reduced shall be disposed of by Contractor in accordance with, but not limited to the following methods as approved by the City.

- Contractor shall research and utilize to the fullest extent possible, the delivery of vegetative debris to a bio-fuel credit facility or agricultural entities for reclamation purposes. Capabilities and costs are basis for consideration of utilization.
- Contractor shall dispose of woody debris that has been grinded, mulched or chipped to an approved debris disposal facility, if no beneficial use is available for the mulch.
- Contractor shall dispose of woody debris that has been burned to an ash residue in the most efficient manner as approved by the City.
- Construction and demolition material such as but not limited to; concrete, asphalt, gypsum, wood waste, glass, bricks, clay roofing tile, and asphalt roofing tile) shall be disposed of by Contractor to an approved debris disposal facility, if C&D debris cannot be recycled.
- All metal debris either reduced or not reduced by maulers and Contractor shall dispose of shredders to an approved debris disposal facility if metal debris cannot be recycled.
- White goods; Contractor shall dispose of household appliances to an approved debris disposal facility if white good debris cannot be recycled. Prior to disposal, Contractor shall separate and remove Chlorofluorocarbon CFC refrigerants and motor oils from white goods.
- Contractor shall contain, collect, containerized, manifest and transport hazardous waste to a facility specially permitted to accept hazardous waste material. Household hazardous waste such as but not limited to; household cleaning supplies, pesticides, motor oil, lubricants, transmission and brake fluids, gasoline, anti-freeze, paints, propane tanks, oxygen bottles and batteries shall be disposed of by Contractor to a facility specially permitted to accept hazardous waste.
- Putrescent debris that will decompose or rot, such as animal carcasses, unrefrigerated meat, or other fleshy organic matter shall be in compliance with applicable Federal, State, and local requirements. The USDA's Natural Resources Conservation Services is recognized as the authority for execution of specific disposal guidelines.
- Contractor shall use soil onsite for backfilling ruts and voids created by stump removal or for site restoration. Contractor shall ensure storage areas and TDMS sites are restored to their original condition at Contractor's sole expense and to the City's satisfaction.

E. TECHNICAL ASSISTANCE / RECORD KEEPING AND REPORTING

1. Technical Assistance

Contractor shall submit to the City for approval the site plan and operating procedures for the TDMS and shall at a minimum include the following:

- Contractor shall comply with federal and state guidelines conducted under the Public Assistance Program including, but not limited to the following reference materials; Public Assistance Program and Policy Guide (FEMA), Debris Management Guide (FEMA), Policy Digest (FEMA), Public Assistance Guide (FEMA), Applicant Handbook (FEMA), Stafford Disaster Relief and Emergency Assistance Act (US Congress), and 44 CFR (US Congress).
- Contractor shall provide documentation of all costs associated with emergency incidents in a timely manner to assist the City in cost recovery in accordance with established Federal Emergency Management Agency (FEMA) requirements. Contractor must coordinate with appropriate City staff regarding proper billing

procedures to meet FEMA reimbursement requirements. Contractor's invoice shall include the segregation of costs by Site or Project Worksheet. Contractor shall deliver the aforementioned records to the City.

- Contractor shall submit a plan to the City describing method of compliance with all applicable environmental laws and regulations. Contractor shall submit written reports documenting all action taken to assess and dispose of hazardous materials.
- Contractor shall brief the City on the recovery process, critical meetings, required procedures and the current disaster recovery environment.
- Contractor shall review for accuracy and completeness all documentation sent to or returned from the State and/or Federal Agencies. The Contractor's technical team shall have the experience to support and assist the City or its agents with data preparation and accurate estimates for presentation to FEMA.
- Contractor shall assist and support the Debris Management Unit Leader and local EOC/ROC team throughout the recovery process.
- The Contractor's technical team shall remain on site as long as their service is of a real benefit to the City.
- Contractor shall provide guidance of grants and/or mitigation opportunities resulting from the disaster event. The Contractor's technical team shall research and advise the City of grants management about disaster related special grants from departments such as NRCS, DOL or HUD.
- Contractor shall conduct an exit interview with the City. The Contractor's technical assistance team will request an interview with the City at or near the conclusion of the on-site technical support mission.
- Contractor shall prepare an after-action disaster event report for the City.
- Contractor shall remain available for any additional recovery assistance and guidance requested by the City.

2. Documenting and Reporting

The City shall supply the Contractor with the load tickets to record the debris collected from the rights-of-way and transported to the designated disposal site. The City shall retain all original load tickets and truck certifications. The load ticket shall contain 15 key data points described in the Debris Management Guide (FEMA). The load ticket copies shall be provided to all recovery participants to maintain documentation.

The Contractor shall post the load tickets to a report with a digital copy provided to the City. Contractor shall detail the following load ticket information on the report:

- Date
- City of Port St. Lucie
- Ticket number
- Hauler's name
- Truck number
- Truck capacity in cubic yards
- Load percentage full, as assigned by the selected Debris Monitoring Contractor Representative in the tower.
- Load amount in billable cubic yards
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collected and time loaded
- Dumpsite location and time dumped

Contractor shall provide to the City's selected Debris Monitoring Contractor daily reports denoting progress to date and crew assignments. Contractor's reports shall detail current crew assignments by zone and the percentage of completion for each pass by zone. The Contractor will also provide a project deficiency report to the City's selected Debris Monitoring Contractor on a weekly basis detailing any accidents, private or public property damage, and/or homeowner complaints. Contractor shall be committed to an initial response to all deficiencies within 24 hours.

F. TREE AND LIMB REMOVAL

Tree and Limb Removal shall include the removal and disposal of hazardous leaning tree and hanging limbs in the public right of ways and/or on private property at the direction of the City.

- Contractor shall provide all management, supervision, labor, machines, tools and equipment necessary to safely perform tree and limb removal work.
- Tree and Limb removal is a joint operation between the selected monitoring contractor, selected Debris Collection contractor and the City. The selected monitoring contractor will coordinate tree and limb removal under the guidance of the Debris Management Unit Leader.
- Daily reporting is required with update on scheduled activities. The reporting shall include the following: name of Contractor, contract number, number of crews in use, number of trees and/or limbs removed and the number of personnel working.
- The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. City Monitoring Project Manager shall provide the Contractor with a list of trees approved by the Debris Management Unit Leader.
- The Contractor may be required to remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster.
- All limbs shall be removed following proper procedures to avoid damage to the tree.
- All trees and limbs shall be disposed of at a City approved TDMS.
- The Contractor shall take all necessary precautions to protect motorist, pedestrians, public and private property as well as all utilities.

G. CONSULTATION

Between the months of January and June the Contractor shall conduct on site consultation at no cost for key personnel as selected by the City. Consultation by Contractor shall be approximately 2-4 hours in length with appropriate time for questions and answers. Contractor's key points for the discussion shall include, but not limited to the following:

- Review of potential disaster threats
- Congressional actions in review and pertinent pending legislation
- Relationships of local governments
- Disaster recovery team (local Government, federal Government, technical assistance Contractor, debris Contractor)
- Roles and responsibilities of City key staff members
- Local Governments preparedness
- Required and recommended resolutions
- Categories of Public Assistance
- City actions – Management, Administration, Finance
- Recovery Meetings – Applicants briefing, kick-off meeting
- Benefits of action vs. reaction

H. PROJECT MANAGEMENT

Contractor shall attend meetings, assist in public relations, and provide for daily progress reports as well as the dispatching of field supervisors where necessary. Contractor must provide a twenty-four (24) hour response for any complaints from homeowners. Contractor shall provide for quality assurance at all times.

Contractor shall supply the City's selected Debris Monitoring Contractor all requested content suitable for a web-based internet site with real-time reporting and updates of all debris collecting activities. It shall allow for viewing and downloading capabilities of maps, loads tickets, time sheets, reports and other City requested information.

I. OTHER SERVICES AS NEEDED

The Contractor shall perform other services only as specifically designated and additionally authorized by Debris Management Unit Leader or designee.

Tier Housing - The Contractor shall provide housing needs for all their employees and subcontractors to ensure they all have adequate shelter. No one will be permitted to sleep in vehicles or on roadsides, etc.

The City reserves the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this Contract.

NOTE Specific tasks not completely described in the Scope of work, that are necessary or normally required as a part of the work described, or that are necessary or required to make debris removal compatible with FEMA guidelines, shall be performed by the Contractor as incidental work without extra cost to the City as if fully described in the Scope of Work

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.

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."

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Contractor 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 Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractors' 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 Contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: 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 4.5 – "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: 121 SW Port St. Lucie Blvd., Bldg. A, Room 390 Attendance is: Strongly Recommended	May 21, 2024	12:30 pm ET
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	3:00 p.m. ET
Proposal Evaluation Completed (on or about)	TBD Weeks after Closing	N/A
Initial Evaluation Committee Meeting to Review Scored Proposals	TBD Weeks after Closing	As Published on DemandStar
Final Evaluation (on or about)	TBD	TBD
Negotiations with Identified Contractor(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: Nathaniel Rubel, Procurement Assistant Director

Office of Management and Budget / Procurement Management Division

Email: nrubel@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.

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 that 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 Bidders/Contractors," of this eRFP.

1.7. Contract Term

The initial term of the Contract(s) is for three (3) calendar year(s) with the selected Contractors. The City shall have one (1) additional two (2)-year renewal option, which option 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 Contractor(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/Contractors

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

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

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 Contractors 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 Contractor 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 Contractor (or the eRFP is officially cancelled), Contractors 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 Contractor 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 Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors 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*

Question #2 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 Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor 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 Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

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

Prior to Contract award, the City must be assured that the selected Contractor 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 Contractor’s ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor’s responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately ten (10) 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. Contractors’ 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 Contractor’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 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 Contractor’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 [section 287.133, Florida Statutes](#), 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 Contractor 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 Contractor submitted its response) unless expressly stated otherwise in the Contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 4.7 – "Public Announcement," of this document. **Contractors 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 Contractor shall provide a list 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. If the City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, it may, before the Notice of Award is given, request apparent successful Contractor to submit an acceptable substitute without an increase in Bid price.

If apparent successful Contractor(s) declines to make any such substitution, City may award the Contract to the next acceptable Contractor(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 Contractor(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 Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under the Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any of Contractor's contract(s) with any subcontractor(s) 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 Contractor indicates an offer of services in addition to those required by and described in this eRFP, these additional services may be added to the Contract at the sole discretion of the City.

2.1.11. Protest Process

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15.

2.1.12. Costs for Preparing Responses

Each Contractor'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 Contractor. 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 Contractor to be confidential or a trade secret, will become a public document pursuant to chapter 119, 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 Contractor is hereby cautioned to NOT submit any documents that the Contractor 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 Contractor 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. Contractors should review chapter 119, Florida Statutes for all updates before requesting exceptions from 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. Contractors are encouraged to utilize the training materials identified in Section 2.2. of this eRFP to ensure the Contractor successfully submit a response to this eRFP.

2.2.1. eRFP Released

The release of the eRFP is communicated only 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 Contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this eRFP using DemandStar. Therefore, each Contractor 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 Contractor 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 question and/or provide sufficient detail where requested for evaluation while using judgment with regard 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 Contractor'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 formats: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format other 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 Contractor, the Contractor'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 Contractor as part of the technical proposal, the Contractor 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 Contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. **PROPOSAL SUBMISSION.** Upload one file, the **Technical Proposal (Bid Reply)** 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 Contractor 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 Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **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 Contractor temporarily losing a connection to the Internet.

3. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

2.2.5. Proposal Format

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 Contractor's 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 – Transmittal Letter

Please provide a completed Form 1 – Transmittal Letter, and any associated attachments.

Tab 2 – Background and Experience

A. Experience and Qualifications Narrative

1. Provide a comprehensive description of all mobilizations (minimum of three) performed as a prime contractor for disaster debris services collecting and processing a minimum of 1 million cubic yards of debris collected from public right of ways. Proposers unable to identify three or more mobilizations meeting the 1 million cubic yard threshold, per each mobilization, are requested to submit all relevant experience they have that documents the ability to perform the services (right of way collection and TDMS management) as requested by this eRFP. No limitation exists for the time period a Proposer may go back to describe the experience as requested. Do not show work performed as a subcontractor.

For each mobilization, the Proposer is requested to identify the following (Attach Completed Form A):

- Name and type of event;
- Date and location;
- Narrative of disaster debris services of work performed during mobilization event;
- Total value of contract for services performed;
- Number of cubic yards of debris collected by Proposer from public right of ways during mobilization;

- Number of cubic yards of debris handled by Proposer at TDMS during mobilization; and
 - Name, address, telephone number of customer's point of contact for reference purposes.
2. List all emergency debris removal and disposal contracts performed in the last three (3) years as a prime contractor (Attach Completed Form B).

B. General Operations Plan

Proposer shall provide the following:

1. At a minimum, a detailed Mulch Disposal Plan. The City is committed to recycling and or beneficial re-use of mulch. Additional consideration will be taken for Beneficial Re-Use Plan. Proposer is required to provide a full description of how Proposer intends to dispose of and/or re-use one million (1,000,000) cubic yards of mulch. Proposer is required to address how Proposer intends to comply with all federal, state, and local guidelines pertaining to mulch disposal. Proposer is also required to submit any agreement(s) he/she currently has for the disposal and or beneficial re-use of mulch. Proposer is required to give a full description of their end use plan.
2. At a minimum, a detailed TMDS Plan pertaining to Construction Debris (C & D) Recycling and or Reduction for estimated five hundred thousand (500,000) cubic yards. The City requests that Proposer implements a recycling and/or reduction program for C & D material to minimize the amount of debris that will go to a landfill. Proposer is requested to address programs they will implement to facilitate recycling and or reduction of construction debris waste. Proposer is required to give a full description of their end use plan.
3. Resumes for the Proposer's management team and all key personnel who will be assigned to the Contract, to include, among other things: names, job titles, responsibilities, applicable debris management experience, and certifications held.
4. Provide private TDMS available for use in St. Lucie County or close proximity. Provide letters of agreements with the owners for use of such sites. Identify the location of the sites and site configuration.
5. 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.
6. Provide description of other emergency services performed, e.g., shelter, generators, roofing, communications, food, ice, etc.

Tab 3 – Organization Capabilities

- A. A summation of the Proposer's current workload and ability to satisfy the City's requirements.
- B. Identification of a person designated to act as primary liaison between the Contractor and the City. In addition, an alternate person must be designated to act in the temporary absence of the primary liaison.
 1. Include a resume for each of the designees.
 2. If any services are to be subcontracted, then those subcontractors must be identified and presented in list format.
- C. Include an organizational chart.

Tab 4 – References

References from three (3) agencies the Proposer has contracted with for Disaster Debris Removal Services in the last ten years where 1.2 million CY or greater were processed.

Tab 5 – Minority/Woman Owned Business Enterprise Documentation

If applicable, provide documentation that the Proposer is certified by the State of Florida Department of Management Services as a Minority-Owned (MBE) or Woman-Owned (WBE) Business Enterprise.

Tab 6 – Price Proposal and Proposal Bond

- Proposer shall submit, complete, and attach the Price Proposal Form (Form 3). Proposer is required to submit prices for Part A, Part B, and Part C. However, Part A will be utilized for evaluation of the Price Proposal scoring of the RFP. Therefore, unit prices for all items 1 through 6 in Part A must be submitted. No minimum or maximum amount of work is being promised.
- Proposer shall submit a completed Proposal Form 2 - Proposal Bond, as described in Section 3 General Insurance and Bonds.

Tab 7 – Required Forms

Complete and attach the required forms in Attachment C:

- 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
- BABA Certification

3. General Insurance and Bonds

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

3.1. Standard Insurance Requirements

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, 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, 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 Contractor 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 Contractor 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 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, Business Auto Liability, and Pollution Insurance 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 #20230046 – Disaster Debris Removal 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 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. Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of

Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

6. 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.
7. 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 consultants and/or sub-contractors 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, independent contractor and/or subcontractor 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, Employers' Liability, and Pollution Insurance 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.

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

Within ten (10) business days of award, the awarded Contractor 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 Contractor'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.

3.2. Bonds

Contractor shall maintain a Proposal Bond in the sum of \$500,000. The Contractor's Proposal Bond will be returned to the Contractor in exchange for and acceptance of an appropriate size Performance and Payment Bond as determined by the City after assessment of damage and definition of the Contractor's scope of services. In case of a hurricane caused damage, a Category 1 storm would require a \$2,000,000 Performance and Payment Bond, a Category 2 storm would require a \$4,000,000 Performance and Payment Bond, a Category 3 storm would require a \$6,000,000 Performance and Payment Bond, a Category 4 storm would require an \$8,000,000 Performance and Payment Bond, and a Category 5 storm would require a \$10,000,000 Performance and Payment Bond. The cost of all the Bonds is included in the unit rates in the Price Proposal. The Contractor shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the City. If the Contractor fails to supply a Performance and Payment Bond, the City shall be entitled to retain the Proposal Bond to rectify the

Contractor's unacceptable performance. Pending successful annual Contractor recertification, the Proposal Bond shall be in effect for the entire term of the Contract, except for period(s) of time when a Performance and Payment Bond is in effect.

4. Evaluation and Selection

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 Contractor's proposal passes the Administrative/Preliminary Review, the Contractor'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 Contractor 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
Experience and Qualifications	Maximum 40 points
General Operations Plan	Maximum 35 points
Price Proposal	Maximum 20 points
Minority Business or Women's Business Enterprise	Maximum 5 points
Total	Maximum 100 points

The Proposer who submits the proposal with the lowest Total Proposal Price will receive 20 points. See example below.

Total Proposal Price	Percentage of Available Points	Total Points
\$35,000,000.00	100%	20.00
\$37,000,000.00	94.59%	18.92
\$39,000,000.00	89.74%	17.95
\$41,000,000.00	85.37%	17.07
\$43,000,000.00	81.40%	16.28
\$45,000,000.00	77.78%	15.56

*Percentage of Available Points: Lowest Submittal = 100% of Available Points.
 Calculation for next lowest, etc. = (Lowest Submittal/Next Lowest Submittal) x 20*

4.4. Negotiations of Proposals and/or Cost Factors

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

4.4.1 Overview of Negotiations

After the Evaluation Team has scored the Contractors' proposals, the City may elect to enter into negotiations with all Responsive and Responsible Contractors, or only those Contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those Contractors 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 Contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors 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

Contractors 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 Contractors, (2) limit negotiations to those Contractors identified within the competitive range, or (3) limit negotiations to the number of Contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Contractors identified within the competitive range, the City will identify the competitive range by (1) ranking Contractors 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 Contractors 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 Contractors 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 Contractors. However, whether or not the City engages in verbal discussions, any revisions the Contractor 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 and Award

The Responsive and Responsible Contractor 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 Contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractors requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors 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 Contractor'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 Contractor'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 Contractor's name, eRFP number, and item number. Failure of Contractor 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 Division.

4.7 Public Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The 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 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

5. Cost Proposal

5.1. Cost Proposal

Each Contractor is required to submit a cost proposal as part of its response. By submitting a response, the Contractor 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 Contractor's unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on the eRFP's provided cost worksheet and (2) the Contractor's pricing as quoted by the Contractor 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. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and

9. Contractor 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.

5.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be in the format outlined herein. Additional alternative cost structures will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed herein, 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 Contractor'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 Contractor 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

Contractor, to ensure proper payment:

1. The City shall have not less than thirty (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 Contractor.
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 Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor 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

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 Contractor's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from [DemandStar](#) (Attachment A – PSL Contract Agreement). "The successful Contractor's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded

Contractor and any subsequent revisions to the awarded Contractor'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 Contractor 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 Contractor's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors 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 Contractors. 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 Contractor acknowledges its acceptance of the eRFP specifications, and the Contract terms and conditions without change. If a Contractor takes exception to a Contract provision or Solicitation Requirement, the Contractor 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 Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the Contractor is selected for potential award, the Contractor 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 identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor. The City reserves the right to proceed to discussions with the next best ranked Contractor.

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 Contractor. 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 Contractor 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 Contractor 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 Contractor attached hereto), the eRFP (including any subsequent addenda and written responses to Contractors' 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 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 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.

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:

- Form A – Collection/TDMS Operating Experience
- Form B – Collection/TDMS Operating Experience
- Form 1 – Transmittal Letter
- Form 2 – Proposal Bond
- Form 3 – Price Proposal
- Attachment A – PSL Contract Agreement
- Attachment B – Emergency Debris Management Plan

Attachment C – Required Forms

- 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
- BABA Certification

**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.



**OFFICE OF MANAGEMENT
AND BUDGET**

Solicitation Addendum Form

Solicitation Number: RFP 20230046	Solicitation Title: Disaster Debris Removal Services
Issuing Officer: Nathaniel Rubel, Procurement Assistant Director	Solicitation Initially Posted to Internet: See DemandStar
e-mail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 1	Date: 05/21/2024

Additional Information

The list of Disaster Debris Management Sites pre-authorized by the Florida Department of Environmental Protection is provided and attached as part of this Addendum.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Procurement Assistant Director



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Sent via email to: kkrumbholz@gocaptec.com

Date: February 12, 2024

Mariana Feldpausch
121 SW PORT ST. LUCIE BLVD
PORT ST LUCIE FL 34984

RE: 2024 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear Mariana Feldpausch

This is to notify you that on February 12, 2024, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2024. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location(s):

Site Name: PORT ST. LUCIE DDMS-99869

Site Address: CALIFORNIA BLVD. TRACT C Port St. Lucie, FL, 34984

Waste Planned for Management: Yard Trash

On-Site Contact: Richard Perkins
(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: HILLMOOR DDMS-105338

Site Address: 2161 SE HILLMOOR DRIVE Port St. Lucie, FL, 34950

Waste Planned for Management: Yard Trash

On-Site Contact: Richard Perkins
(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: WESTPORT DDMS-105335

Site Address: 3725 SW DARWIN BLVD Port St. Lucie, FL, 34953

Waste Planned for Management: Construction & Demolition Debris, Yard Trash

On-Site Contact: Richard Perkins
(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: ST. JAMES/AIROSIO DDMS-105332

Site Address: 281 ST. JAMES DRIVE Port St. Lucie, FL, 34983

Waste Planned for Management: Construction & Demolition Debris, Yard Trash

On-Site Contact: Richard Perkins

(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: JULIET AVENUE DEBRIS STAGING AREA-98373

Site Address: 1501 SW CAMEO BLVD Port St. Lucie, FL, 34953

Waste Planned for Management: Construction & Demolition Debris, Yard Trash

On-Site Contact: Gary Jones

(772) 370-4396, gjones@gocaptec.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: WEST TORINO/BLANTON DDMS-105333

Site Address: NW WEST BLANTON BLVD Port St. Lucie, FL, 34953

Waste Planned for Management: Yard Trash

On-Site Contact: Richard Perkins

(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: MORNINGSIDE DDMS-105337

Site Address: 2701 SE WESTMORELAND BLVD Port St. Lucie, FL, 34952

Waste Planned for Management: Yard Trash

On-Site Contact: Richard Perkins

(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Site Name: WALTON DDMS-105336

Site Address: SE WALTON ROAD Port St. Lucie, FL, 34952

Waste Planned for Management: Yard Trash

On-Site Contact: Richard Perkins

(772) 370-4396, rperkins@cityofpsl.com

DEP/Local Program Contact: Naquita Dandrade, (561)681-6682, naquita.dandrade@floridadep.gov

Unless you receive a subsequent notification from the Department concerning the status of these sites, you may consider them pre-authorized as disaster debris management sites.

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using a temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

- 1) **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and all debris has been removed;**
- 2) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
- 3) Access must be controlled to prevent unauthorized dumping and scavenging;
- 4) A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
- 5) Once the site is open, a spotter must be located in the area where the waste is being deposited in order to spot and remove prohibited waste items;
- 6) A DDMS is limited to managing the waste identified above for each site; any putrescible waste received at the DDMS must be removed within 48 hours, and all other types of prohibited waste should be managed in accordance with the guidance document (see link below);

7) Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

Failure to comply with the conditions of the field authorization, or failure to adequately close a site by the required closure date, may result in enforcement action by the Department.

The Department has also prepared a guidance document on the establishment, operation, and closure of a DDMS for disaster debris. This guidance document includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-establishment-operation-and-closure>

This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).



**OFFICE OF MANAGEMENT
AND BUDGET**

Solicitation Addendum Form

Solicitation Number: RFP 20230046	Solicitation Title: Disaster Debris Removal Services
Issuing Officer: Nathaniel Rubel, Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
e-mail Address: nrubel@cityofpsl.com	Telephone: o:772-344-4230 c: 772-203-7733
Addendum Number: 2	Date: 05/31/2024

Questions and Answers

1. On page 22, section 3.2 Bonds, it says a proposal bond is required. Since this is an electronic submission, should this be an electronic proposal bond, or should we mail in the hard copy of the original proposal bond? If it is to be mailed, what is the mailing address?

Response: Proposers shall submit a copy of the Proposal Bond with their proposal. The original Proposal Bond must be received by the City within 10 business days after the Proposal Due Date or the proposal may be deemed non-responsive. Proposal Bonds should be delivered in a sealed envelope to:

*City of Port St. Lucie – Procurement Management Division
Attn: Nathaniel Rubel
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984*

2. We already have a pre-established form for Form A: Collection and/or TDMS Operating Experience as a Prime Contractor Only for which our company collected and/or processed greater than 1 million cubic yards of debris and Form B: Collection and/or TDMS Operating Experience as a Prime Contractor Only for the past 3 years. Can we attach our form in lieu of filling out Forms A and B?

Response: No, please complete and submit Form A and Form B as instructed in the RFP.

3. Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

Response: Please refer to Section VII – Payment Adjustment Schedule of Attachment A – PSL Contract Agreement for how price increases will be handled throughout the life of the Contract.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,
Nathaniel Rubel – Procurement Assistant Director