

CITY OF PARKLAND
REQUEST FOR PROPOSALS

2012-24A



POST –DISASTER DEBRIS MONITORING SERVICES

RESPONSES ARE DUE BY 10:00 AM MONDAY FEBRUARY 1, 2013

**City of Parkland, City Hall
City Clerk's Office
6600 University Drive
Parkland, Florida 33067
(954) 753-5040**

The City of Parkland
Request for Proposals – Post Disaster Debris Monitoring Services
RFP # 2012-24A

The City of Parkland, Florida will receive Proposals for the purpose of establishing a Contract to serve as an independent Contractor/ Proposer for the City of Parkland (CITY) for Post-Disaster Debris Monitoring Services.

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until February 1, 2013 10:00AM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: City’s Clerk’s Office, 6600 University Drive, Parkland, Florida 33067** and shall be labeled “SEALED PROPOSAL FOR POST-DISASTER DEBRIS MONITORING SERVICES RFP 2012-24A”.

Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy, plus five (5) copies of the proposal including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

[] MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference is scheduled for _____, at _____, Parkland, FL _____. All Proposers planning to submit a proposal are required to attend this meeting. Proposers should allow sufficient time to insure arrival prior to the indicated time. Proposals from those who have failed to attend the voluntary pre-bid conference will not be opened.

[] VOLUNTARY PRE-PROPOSAL CONFERENCE

A **voluntary** pre-proposal conference is scheduled for _____, at the _____, Parkland, FL _____. Attendance at the pre-proposal conference is encouraged. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements and visit the site location. Although the pre-proposal conference is optional, no modification or any changes will be allowed because of the failure of the Proposer to have visited the site or attend the conference or carefully review all available information.

[X] NO PRE-PROPOSAL CONFERENCE IS SCHEDULED

For additional information, contact _____, (954) _____

SCHEDULE OF EVENTS

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

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of bid	1/13/13
Deadline for Receipt of Questions/Clarifications	1/22/13
Opening of Bid	2/1/13 @ 10:00 A.M.
Evaluation Meeting	2/4-2/8 TBD
Notice of Award	2/20/13

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

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SECTION 1 - INTRODUCTION AND INFORMATION

The City of Parkland, Florida (the CITY) is actively seeking a qualified and experienced firm for the purpose of monitoring the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from natural and man-made disasters; in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) requirements for the cost reimbursement of debris monitoring. Services shall be performed on an as needed basis, for a two (2) year period, with option for three (3) additional one (1) year renewals.

The work consists of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner.

It is the intention of the CITY to award a single contract to the highest ranked Proposer responding to this Request for Proposals (RFP).

1.0 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Laurie Bishara (Financial and Procurement Analyst) at (954) 757-4137. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.0.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received ten (10) or more days prior to the date fixed for the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. **No verbal interpretations may be relied upon.**

- 1.1 **QUESTIONS:** Questions should be sent to Laurie Bishara, Financial and Procurement Analyst. To facilitate prompt receipt of questions they can be sent to the CITY via FAX at (954) 341-5161 to the attention of: Laurie Bishara or by email lbishara@cityofparkland.org.
- 1.2 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:** The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY .
- 1.3 **ELIGIBILITY:** To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.
- 1.4 **PROPOSAL SECURITY:** Each proposal shall be accompanied by RFP security in the form of Cashier's Check or Surety Bond payable to the City of Parkland, and shall be in the amount equal to _____ percent (___ %) of _____. The CITY reserves the right to reject any and all security tendered to the CITY. RFP security will be returned to unsuccessful Proposers upon execution of a Contract with the successful Proposer.
IF NOT FILLED IN, NO BID SECURITY IS REQUIRED.
- 1.5 **INSURANCE AND PERFORMANCE AND PAYMENT BONDS:** Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverages (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.
- 1.6 **INSURANCE:** The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

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SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

- 2.1 SUBMISSION AND RECEIPT OF PROPOSALS: To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.
- 2.2 QUALIFICATIONS STATEMENT (Applicable if box checked): Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [X_]

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

- 2.3 PROPOSERS' COSTS: The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.4 PROPOSAL ACCEPTANCE: Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.
- 2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.
- 2.6 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 2.7 REJECTION OF PROPOSALS: The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS: All bid protests shall be filed and processed as set forth in Section 2-145 of the City Code.
- 2.9 LEGAL REQUIREMENTS:
- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

- 2.10 **BACKGROUND CHECKS:** The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.
- 2.11 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- 2.12 **PROHIBITION OF INTEREST:** No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.
- 2.13 **CONFLICT OF INTEREST:** The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.14 **NO CONTINGENT FEE:** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.
- 2.15 **PUBLIC RECORDS / CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person (Section 119.01, F.S., Public Records Law). Information and materials received by CITY in connection with

all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CITY will treat all materials received as public records.

- 2.16 RESERVED:
- 2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 2.18 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "A" and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 2.19 SUB-SONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.
- 2.20 CONE OF SILENCE: A Cone of Silence shall apply as follows:
- 2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

- 2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.
- 2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.
- 2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.
- 2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:
(No bond required if left blank).
- 2.22 MINORITY PARTICIPATION:
Proposers are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises in all aspects of contracting and has set a goal of 15% participation where economically feasible. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent M/WBE participation for contracts over one hundred thousand dollars (\$100,000.00).
- 2.23 LOCAL PREFERENCE
For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

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

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

2.24 RESERVED:

2.25.1 DRUG FREE WORKPLACE:

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

2.26 COMPLIANCE WITH LAWS:

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

2.27 PROPOSER'S REPRESENTATION:

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

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

- (a) Mathematical errors—Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.

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

2.28.2 Cancellation of proposals.

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

2.28.3 Withdrawal of proposals.

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

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SECTION 3 - CONSIDERATION OF AWARD

3.0 CRITERIA FOR AWARD: The following criteria shall be used to evaluate the proposals, with the weight of each criteria to be determined by the City:

Qualifications, Experience & Financial Stability.....	25
Qualifications of Designated Staff	25
Price Proposal.....	40
Location & Subcontractors.....	10

3.1 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the Proposals will be conducted by an evaluation committee of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.0 above.

3.1.1 The committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained above.

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

3.1.3 The evaluation committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of

the evaluation committee shall be advisory only. The City Commission may adopt the ranking of the committee and authorize a contract with the top ranked firm or after a vote of 4/5th of the Commission, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the top ranked firm or negotiations with the City Manger depending upon which option is checked below.

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

Contract negotiations shall be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission and shall be consistent with the RFP and response thereto.

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

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SECTION 4 - SPECIAL CONDITIONS

- [X] LIQUIDATED DAMAGES: Because damages will be difficult to ascertain, liquidated damages of \$ 1,500.00 per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time for Performance.
- [X] County/State License Requirements: Proposer shall be licensed and qualified to do business in its area of expertise and submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

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

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such

lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

INSURANCE (Applicable if box checked)

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

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Parkland City Commission by naming CITY and the Parkland City Commission as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

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

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

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

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

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

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

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

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

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

[X] CONTRACTOR shall furnish to CITY'S PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

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

of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

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

PERFORMANCE AND PAYMENT BOND

(Place any performance or payment bonds here)

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Request for Proposals – Post Disaster Debris Monitoring Services
RFP # 2012-24A

SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS

5.1 PURPOSE:

It is the intent of this proposal to provide the City of Parkland with one (1) qualified firm for the purpose of monitoring the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from natural and man-made disasters; in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) requirements for cost reimbursement for debris monitoring. Services shall be performed on an as needed basis, for a two (2) year period, with options for a three (3) additional one (1) year renewal.

5.2 SCOPE OF SERVICES:

The selected monitoring firm may, at the sole discretion of the City of Parkland, be allowed to subcontract project monitoring; such monitoring shall include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal. The City may limit the number of subcontractor firms working under the prime or sub-prime contractor at its sole discretion for any reason.

The selected monitoring firm's response to the recovery process must be immediate, rapid, and efficient, with acceptable cost controls and accountability procedures, and with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies.

All monitoring shall be done in compliance with FEMA and FHWA guidelines. Those monitoring efforts shall include, but not limited to:

- (a) Providing assistance in updating the City's Debris Management and Removal plan including, conducting an annual tabletop exercise (s) to determine the adequacy of the debris removal plan and debris management process.
- (b) Provide training of selected City staff in essential debris monitoring and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, State and Federal Agencies.
- (c) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS)

located or developed throughout the City or the County if necessary as approved by the City.

- (d) Provide technical assistance associated with the need to locate TDSRS. The Firm shall obtain, on behalf of the City, all necessary Local, State, and Federal permits for any designated TDSRS or any other related debris monitoring site.
- (e) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
- Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
 - Establishing the schedule for inspectors for each day.
 - Preparing preliminary debris and damage assessments, identifying damaged locations and facilities, providing accurate debris quantities, documenting eligible costs, and describing the physical and financial impact of the disaster.
 - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
 - Determining truck assignments and providing necessary truck/equipment certifications and vehicle decals or placards for ease of identification and tracking.
 - Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractor shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims.
 - Conducting end of day duties, such as verifying all trucks have left the disposal site, and addressing daily safety reports and corrective action recommendations. Locking down of the facility should one be located within the City.
 - Conducting safety inspections and ensuring compliance with all O.S.H.A. standards.
 - Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps, hangers, leaners, and the management of root balls and associated cavities, hazardous trees, C&D debris, or other

potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.

- Prepare and record on a map the streets where debris was collected.
 - Perform other duties as directed by the designated City personnel.
- (f) The Firm will collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites. The Firm shall use Global Positioning System (GPS) and Geographic Information System (GIS) technology to obtain, map and provide location/reference data necessary to meet Federal and State funding/reimbursement requirements.
- (g) The Firm will conduct ongoing environmental data collection per Local, State and Federal requirements for any designated emergency debris monitoring sites.
- (h) The Firm will provide all technical, clerical, and information technology to complete any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of Florida, the Federal Highway Administration, and the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- (i) The Firm will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Firm.
- (j) Though the contract will not be contingent upon Federal reimbursement, the firm, at all times during the term of the Agreement, shall meet all Federal requirements so as not to preclude the City from receiving potential Federal funding/reimbursement should it become available. Such requirements shall include, but not limited to, prevailing wage requirements, requirements related to the percentage of work performed by Firm's staff, M/WBE requirements, etc.

- (k) The Firm shall maintain a record keeping and monitoring system compliant with FEMA rules, regulations, and requirements.
- (l) The Firm shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for a monitoring center.
- (m) The Firm shall maintain digital photo documentation of recovery work on a weekly basis and provide aerial photographs on a monthly basis from beginning to end.
- (n) The Firm shall provide a final debris removal and disaster recovery report to the City, within thirty (30) days of the completion of operations, including, but not limited to, the following information:
 - Recommendations for future disaster response strategies, including a proposed mitigation strategy to reduce the City's exposure to and expenses arising from future natural disaster related damages.
 - Copies of manifests, permits, certificates, and related documents.
 - Log books and all other data obtained during the course of the disaster recovery operation.

Additional Services

The City also reserves the right to request a proposal from the selected firm to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

The selected firm may also be tasked to review the City's existing Comprehensive Emergency Management Plan and make suggestions as may be necessary to improve the overall emergency management operation in accordance with Federal, State, and local standards and regulations.

5.3 PROPOSER'S QUALIFICATIONS:

- (a) All proposers must be primarily or heavily engaged in providing the services as outlines in the Request for Proposal.
- (b) All Proposers must have demonstrated a comprehensive understanding in areas listed in this proposal. Understanding and previous experience are essential criteria in the qualifying process.
- (c) The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to insure that competent persons

will be utilized in the performance of the contract. The City, at its sole discretion reserves the right to have the Firm remove any employee or sub-contractor that the City deems in the best interest of the residents and citizens of the City of Parkland.

5.4 REQUIRED SUBMITTALS

In responding to this proposal, each Proposer shall include the following requested information. Each required submittal category should be clearly marked with the titles a-j noted below:

- (a) **Firm's Credentials**: Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firm, and as well as information supporting the firm's financial stability.
- (b) **Expertise of Designated Staff**: Describe the qualifications and experience of personnel that will provide these services including demonstrated managerial capabilities, knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and local codes, laws and regulations governing the work. List of all subcontractors to be used should also be provided.
- (c) **Past Performance**: Proposer shall provide any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this Request for Proposal. Related experience shall be restricted to those assignments undertaken within the last five (5) years.
- (d) **References**: Proposers shall include a list of a minimum of three (3) references, for similar projects only (performed within the past 5 years), who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, phone numbers and an email address for all references.
- (e) **Services to be Provided**: The proposer shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.
- (f) **Positions/Price Proposal**: The proposer shall submit a list to include the following positions that shall be used for this project (response shall be submitted on "Exhibit B" provided in this RFP):
 - Project Manager
 - Operations Manager
 - FEMA Coordinator
 - Scheduler/Expediter
 - GIS Analyst

- Field Supervisor
- Debris Site/Tower Monitor
- Environmental Specialist
- Billing & Invoice Analyst
- Administrative Assistants
- Field Coordinators (Crew Monitors)
- Project Inspectors (Citizen Site Monitors)
- Project Inspectors (Load Ticket Data Entry Clerks)

The proposer shall provide an hourly rate for each position noted above and a brief description of each position's responsibilities. Hourly rates shall represent all costs necessary to provide the requested services including, but not limited to, applicable overhead, per diem, equipment, and profit.

(g) **Current Contracts:** Firms shall list all city, county or state disaster service related contracts in which they are currently obligated to fulfill during the initial term of this agreement with the City of Parkland.

(h) **Litigation:** All proposals shall provide a list of the litigation in which the firm has been involved in the past three (3) years. All active cases shall be reported. The bidder shall provide the style of the case, the case number, and a brief description of the dispute which led to the litigation.

(i) **Additional Forms to be submitted:**

- Qualifications Statement
- Acknowledgement of Business Type
- Proposers Information
- Public Entity Crime Statement
- Vendor Drug Free Workplace
- Non-Collusive Affidavit
- Background Check Affidavit
- Certification Form
- Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
- FHWA 1273 Compliance Form

(J) **Insurance Certificates (s), Licenses, Registrations, and Specialty Certifications:** Submit proof of insurance and all licenses, registrations, and specialty certifications pertinent to this RFP.

EXHIBIT "B"
PRICE PROPOSAL- SCHEDULE OF FEES

POST-DISASTER DEBRIS MONITORING SERVICES		
POSITION	DESCRIPTION	HOURLY RATE
Project Manager		\$
Operations Manager		\$
FEMA Coordinator		\$
Scheduler/ Expediter		\$
GIS Analyst		\$
Field Supervisor		\$
Debris Site/ Tower Monitor		\$
Environmental Specialist		\$

Billing & Invoice Analyst		\$
Administrative Assistant		\$
Field Coordinators (Crew Monitors)		\$
Project Inspector (Citizen Site Monitors)		\$
Project Inspectors (Load Ticket Data Entry Clerks)		\$

PRE-DISASTER PLANNING AND ADDITIONAL SERVICES		
POSITION	DESCRIPTION	HOURLY RATE
Project Manager		\$
Senior Project Engineer/Scientist/Professional		\$

Project Engineer/Scientist/ Professional		\$
Engineer/Scientist/ Professional		\$

**Schedule A
NON-COLLUSIVE AFFIDAVIT
RFP # 2012-24A**

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011, by _____,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

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

**The City of Parkland
DRUG-FREE WORKPLACE FORM
RFP # 2012-24A**

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

_____ does:
(Name of Business)

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

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

Bidder's Signature

**The City of Parkland
PUBLIC ENTITY CRIME STATEMENT
RFP # 2012-24A**

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

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

**The City of Parkland
PROPOSER INFORMATION
RFP # 2012-24A**

Communications concerning this proposal shall be addressed to:

Company Name: _____

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

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

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

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

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind

shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

**The City of Parkland
ACKNOWLEDGEMENT OF BUSINESS TYPE
RFP # 2012-24A**

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

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business
Signature
as _____

If a Partnership: _____

by: _____,
General Partner Signature

If a Corporation: _____

Corporate Name
(a _____ Corporation)

by: _____
Signature

Title: _____

Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC:

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

*The foregoing instrument was acknowledged before me this ____ day of _____ 200____, by
_____ who is (who are) personally known to me or who has
produced*

_____ *as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY **NAME,** **PRINTED,** **TYPED** **OR**
STAMPED: _____

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

**The City of Parkland
QUALIFICATION STATEMENT
RFP # 2012-24A**

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

Name of Company: _____

Address: _____

Street

City

State

Zip

Telephone No. () _____ Fax No. () _____

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

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

Under what former names has your business operated? _____

At what address was that business located? _____

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

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

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

Yes No If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes No If Yes, explain: _____

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

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

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

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

**THE CITY OF PARKLAND
 BID NUMBER 2012-24A
 POST DISASTER EMERGENCY DEBRIS MONITORING SERVICE
 FHWA 1273 COMPLIANCE FORM**

We (I) the undersigned hereby certify that _____ (the Firm) is currently in compliance with FHWA 1273 entitled, "Required Contract Provisions Federal-Aid Construction Contracts" and further certifies that the Firm and all subcontractors utilized by the Firm will remain in compliance with FHWA 1273 as may be amended from time to time for the entire term of any Agreement and any subsequent renewals between the Firm and the City of Parkland. The aforementioned compliance shall further include, but not be limited to, compliance with the following:

- a. Davis-Bacon Wages Act;*
- b. Buy America;
- c. Disadvantage Business Enterprises;
- d. Americans with Disabilities Act;
- e. Convict Labor Prohibition;
- f. National Environmental Policy Act.

* Davis Bacon Act not required for non-construction related emergency debris removal operations.

Signed, sealed and delivered
 in the presence of:

 Witness

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____)
) ss.
 County of _____)

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2010.

NOTARY PUBLIC, State of Florida at Large

(Signature of Notary Public: Print, Stamp, or Type)

- () Personally known to me or
- () Produced identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath

**THE CITY OF PARKLAND
BID NUMBER 2012-24A
POST DISASTER EMERGENCY DEBRIS MONITORING SERVICE
CERTIFICATION FORM**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the items(s)/service (s) described in the Request for Proposals. We (I) certify that we (I) have read the entire document, including the Specification, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposal.

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

IF OTHER, EXPLAIN: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE (PRINTED OR TYPED): _____

TITLE: _____

FEDERAL EMPLOYER I.D. OR SOCIAL SECURITY NO: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

CONTACT PERSON: _____

**THE CITY OF PARKLAND
BID NUMBER 2012-24A
POST DISASTER EMERGENCY DEBRIS MONITORING**

**CERIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FORM**

Contractor Covered Transactions:

1. The prospective contractor of the Recipient, _____
Certifies, by submission of this document, that neither it nor its principals is presently
debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from participation in this transaction by any Federal department or agency.
2. Where the Recipient's contractor is unable to certify to the above statement, the
prospective contractor shall attach an explanation to this form.

Contractor

Recipient's Name

By: _____
Signature

DEM Contract Number

Name and Title

Street Address

City, State, Zip

Date