

REQUEST FOR PROPOSAL
RFP 23-ES-10
EMERGENCY DEBRIS MONITORING SERVICES

City of Edgewater, Florida
104 North Riverside Drive
Edgewater, FL 32132

RELEASE DATE: August 25, 2023

DEADLINE FOR QUESTIONS: September 5, 2023

RESPONSE DEADLINE: September 26, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/edgewater>

City of Edgewater, Florida
REQUEST FOR PROPOSAL
Emergency Debris Monitoring Services

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1. City of Edgewater

1.1. Legal Notice

Notice is hereby given that the City of Edgewater is accepting Sealed Proposals for Emergency Debris Monitoring Services. Proposals will be received until 3:00 pm, on Tuesday, September 26, 2023 via the City's e-Procurement Portal, [OpenGov](#).

RFP 23-ES-10

"Emergency Debris Monitoring Services"

Services to be provided shall include, but not be limited to the following: RFP 23-ES-10 - Emergency Debris Monitoring Services in accordance with the terms, conditions, and specifications herein.

The City of Edgewater has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from qualified and licensed firms for Emergency Debris Monitoring Services.

This service is expected to be funded by FEMA grants and proposals must meet all FEMA and FHWA requirements.

A pre-proposal conference is not applicable for this solicitation.

All required documents shall be completed and submitted through the [City's e-Procurement Portal](#).

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City's e-Procurement Portal, on the City of Edgewater Finance website: www.cityofedgewater.org, and in the Lobby of City Hall on Friday, August 25, 2023.

2. Introduction

Thank you for your interest in doing business with the City of Edgewater, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The awarded respondent must be registered with the Florida Department of State and licensed to do business in the State of Florida.

2.1. Summary

The City of Edgewater has issued this Request for Proposal (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining proposals from qualified and licensed firms for Emergency Debris Monitoring Services. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Edgewater. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

An award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

This service is expected to be funded by FEMA grants and proposals must meet all FEMA and FHWA requirements.

2.2. Background

The City serves an area of 25 square miles with a population of approximately 23,855. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2022 and in the City’s Annual Budget for fiscal year 2023. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

2.3. Contact Information

All questions relating to this solicitation must be entered via the Q&A tab in the OpenGov Portal.

Purchasing Department

Purchasing
104 N Riverside Drive

Edgewater, FL 32132

Email: purchasing@cityofedgewater.org

Phone: [\(386\) 424-2400](tel:(386)424-2400)

Department:

Environmental Services

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Request for Proposal Notice	August 25, 2023
Deadline for Questions	September 5, 2023, 2:00pm
Addendum Due	September 15, 2023, 4:30pm
Proposals Due/Opening Date	<p>September 26, 2023, 3:00pm Proposals must be submitted via the OpenGov E-procurement platform.</p> <p>The proposal opening will be held live as well as via Zoom:</p> <p>Council Chambers City of Edgewater 104 N. Riverside Drive Edgewater, FL 32132</p> <p>https://us06web.zoom.us/j/88474143529?pwd=bVMrZ0RDNnl6ZmZQdmhJNnhQWUV2dz09</p> <p>Meeting ID: 884 7414 3529 Passcode: 379427</p> <p>By phone 888-788-0099 US Toll-free</p>

Evaluation Committee Meeting (shortlist if needed)	October 3, 2023, 10:00am City Of Edgewater City Hall Conference Room 104 N Riverside Drive Edgewater, FL 32132
Shortlisted Firm Presentations (if needed)	October 16, 2023, 10:00am City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132 If Needed: The presentations will be held via Zoom. Shortlisted Firms will be sent an invitation with the Zoom link with presentation times and focus questions
Evaluation Committee for Recommendation (if needed)	October 16, 2023, 12:00pm This meeting will be held immediately following the Shortlisted Firm Presentations (if needed). The listed time is an approximation. City of Edgewater Council Chambers 104 N Riverside Drive Edgewater, FL 32132
Notice of Recommendation	October 17, 2023
City Council Meeting/Contractor Selection Date	November 6, 2023

3. Instruction for Proposal

3.1. Delivery of Proposals

All Proposals are to be delivered before 3:00 pm, local time, on or before Tuesday, September 26, 2023 via the City's e-Procurement Portal, [OpenGov](#).

Proposals received after the designated time will not be allowed on the [City's eProcurement Portal](#).

There is no expressed or implied obligation for the City of Edgewater to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

3.2. Inquiries

All questions related to this RFP shall be submitted in writing through the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Tuesday, September 5, 2023 by 2:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing and posted in the [City's e-Procurement portal](#). All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the [City's e-Procurement Portal](#).

When asking questions, please be sure to enter each question separately.

3.3. Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2023-R-05 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

3.4. Pre-Proposal Conference

A pre-proposal conference is not applicable for this solicitation.

3.5. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

3.6. Acknowledgment of Insurance Requirements

By confirming the Insurance Requirements included in this RFP, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's Bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

3.7. Delivery of Proposals

All Proposals are to be delivered before 3:00 pm, local time, on or before Tuesday, September 26, 2023 via the City's e-Procurement Portal.

The City shall not bear the responsibility for Proposals delivered past the stated date and/or time indicated, or through any other means.

3.8. Evaluation of Proposals (Procedure)

The City's procedure for selecting is as follows:

- A. The City Manager shall approve an Evaluation Committee to review all Proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as part of the evaluation committee. Plus there shall be a minimum of three members of the committee, but always an odd number.
- B. Request for Proposals issued.
- C. Subsequent to the closing of Proposals, the Purchasing Specialist and Project Manager shall review the Proposals received and verify whether each Proposal appears to be minimally responsive to the requirements of the published RFP. In instances where both the Purchasing Specialist and Project Manager be appointed to the committee as voting members, such

meetings shall be open to the public and the Purchasing Specialist shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.

- D. The committee members shall review each Proposal individually and score each Proposal based on the evaluation criteria stated herein.
- E. Prior to the first meeting of the evaluation committee, the City Clerk will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City Clerk shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
- F. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner. Acceptance of the Proposal does not guarantee issuance of any other governmental approvals.

3.9. Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, Proposer shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the Proposal or it shall be waived.

3.10. Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this RFP, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

3.11. Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any Proposal, to reject any or all Proposals, to re solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re advertise using the same or revised documentation, at its sole discretion.

3.12. Requests for Clarification of Proposals

Requests by the Purchasing Specialist to a proposer(s) for clarification of Proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

3.13. Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals. All Proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

4. Scope of Work

4.1. General Description of Specifications

The City is seeking proposals from qualified and licensed firms for Emergency Debris Monitoring Services. The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Edgewater.

The Contractor shall be paid on actual time spent per position and established hourly billing rate for tasks and be responsible for providing Emergency Debris Monitoring Services including but not limited to: Debris loading site monitors, temporary debris storage and reductions site (tdsrs) monitors, disposal site monitors, roving debris monitors, field supervisor(s) and project manager. The City of Edgewater currently has an active contract with a firm for this type of service.

The following information outlines the products and services that the City of Edgewater expects to receive from a qualified firm as a subject matter expert.

This service is expected to be funded by FEMA grants and proposers must meet all FEMA and FHWA requirements.

The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Edgewater. The successful proposer will hereinafter be referred to as the “Contractor”.

4.2. Eligibility

Selected firm must be licensed to do business in the State of Florida.

4.3. Scope of Services

Debris Loading Site Monitors, Temporary Debris Storage and Reductions Site (TDSRS) Monitors, Disposal Site Monitors, Roving Debris Monitors, Field Supervisor(S), And Project Manager.

4.4. GENERAL

The City of Edgewater requires the support of contract debris monitors following a debris-generating event such as a hurricane, storm, or other catastrophic event. The contract monitors are necessary to assure Federal agencies' emergency plan and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, and public property, and the debris management sites, and to assure the debris management plan and contracts are effectively and efficiently implemented. The City will assign a Debris Operations Supervisor and will establish and staff a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the Debris Monitoring Contractor.

Within forty-eight (48) hours of notification, the Debris Monitoring Contractor shall provide an adequate number of professionals and qualified personnel to monitor approximately twenty (20) debris-loading sites, and three (3) debris management sites along with associated roving debris monitors. Additional sites as determined by the City may be added as debris removal

efforts increase. The Debris Monitoring Contractor will be required to increase its staffing from this point depending on the severity of the debris-generating event. Likewise, as the debris removal process progresses, monitor staffing requirements, as determined by the City, may fluctuate. The Debris Monitoring Contractor must be prepared to provide debris monitors seven (7) days a week for a minimum of twelve (12) hour shifts.

As a part of this proposal, the Debris Monitoring Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work and must describe how they would hire additional personnel to meet the needs of the City.

All monitors provided by the Debris Monitoring Contractor must speak fluent English, have moderate public relations skills, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States and a reliable vehicle. The monitor's vehicle must be acknowledged and covered under the Debris Monitoring Contractor's insurance for collision and liability. In addition, monitors must be capable of working in an outside environment, and be able to climb a staircase or ladder of ten (10) feet in height. Monitors will be required to maintain daily logs of the Debris Removal Contractor's activities and must have adequate writing skills.

The Debris Monitoring Contractor warrants all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Debris Monitoring Contractor shall remove from the contract any person the City deems incompetent, careless or otherwise objectionable. Any changes or substitutions in personnel must be made known to the Debris Operations Supervisor.

The Debris Monitoring Contractor will provide debris monitors who have the means to communicate via cell phone with the Debris Operations Base, and be able to remain in constant contact with the Debris Operations Supervisor. Debris monitoring personnel must have adequate transportation to and from the debris monitoring sites.

The Debris Monitoring Contractor will provide hardhats, safety vests, eye protection, and all other required protective equipment for its employees and/or subcontractors.

Equipment (not including transportation) necessary to document the removal of eligible debris from public access roadways, public rights-of-ways, and public property will be supplied by the Contractor.

The Contractor will be responsible for the training of its debris monitors. All monitors must be familiar with the Debris Monitoring Contract before initially reporting for work. Field assignment of debris monitors will be at the discretion of the City's Debris Operations Supervisor. Monitors must be prepared to rotate among the debris sites and supply any monitoring needs deemed necessary by the City.

4.5. Definitions

Definitions As used in this RFP, the following terms shall have the meanings set forth below:

City: City of Edgewater

Contractor: The Contractor is a person or entity which includes employees, partners, principals, agents and assignees who are a party to this agreement for the purpose of providing services.

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.

Debris Collection Monitor: Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents and assignees that are under contract with the Department to remove storm deposited debris according to federal and state guidelines.

Disposal Site Monitor: A Disposal Site Monitor is the designated Contractor's employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

City Debris Manager: A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Emergency Operations Center (EOC): An emergency operations center, or EOC, is a central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.

Federal Emergency Management Agency (FEMA): FEMA is a funding source to the City for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA roadways and other roadways not on the federal aid system.

Federal Highway Administration (FHWA): FHWA, through the Emergency Relief program administered by the Department, is a federal funding source for the work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as "on-system" roadways that are eligible for Emergency Relief funding.

Field Supervisor: A person designated by the Contractor who has the ability to manage the Site Monitors effectively and who reports to the Project Manager.

Notice to Proceed (NTP): This is a written notice issued to the Contractor by the City fixing the date on which operations outlined will commence.

Project Manager (City): The Project Manager is a Consultant who functions as the point of contact for the Contractor and is responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

Project Manager (Contractor): The Project Manager is an employee of the Contractor who functions as the point of contact for the City and is responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

Temporary Debris Storage & Reduction Sites (TDSRS): A Florida Department of Environmental Protection permitted site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process

4.6. LOADING SITE MONITORING SERVICES

The primary function of the Loading Site Monitors is to issue debris load capacity tickets for eligible debris cleared and removed at locations designated by the Debris Operations Base.

The Loading Site Monitor will be assigned a debris removal crew to accompany them and will be given a load capacity form to complete. The completed form validates where the event-generated debris originated and substantiates the capacity of the crew's truck/trailer, the debris type, and eligibility. Load capacity tickets will be issued in accordance with established procedures, and as a minimum, must contain the crew's truck number, street address, date and type of debris, time of loading, load capacity, and the Loading Site Monitor's signature. The Loading Site Monitor's signature certifies the accuracy of the information documented, and the work performed by the Debris Removal Contractor's crew. The Loading Site Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If the Loading Site Monitor cannot attest to the integrity of the information documented, the work performed and the eligibility of the debris the monitor will not affix his/her signature to the form and will note the ticket for nonpayment, and will report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in the dismissal of said monitor.

4.7. TDSRS MONITORING SERVICES

The primary function of the TDSRS Monitor is to complete the load capacity ticket received from the debris removal crew and to estimate the volume of debris transported to the temporary debris management site for processing and storage. The TDSRS Monitor will also document and quantify the processed outgoing debris.

For incoming debris, the TDSRS monitor will estimate the volume capacity by percentage for each truck and note arrival time. By signing the load capacity tickets, the TDSRS Monitor is estimating the quantity of debris, and attesting to the accuracy of the information documented, and the work performed. A signed and fully completed load capacity ticket is the basis for contract billings. The TDSRS Monitor must retain the necessary copies of the load capacity ticket to be returned to the Debris Operations Base at the end of each shift. If a TDSRS Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in the dismissal of said monitor.

For outgoing processed debris, the TDSRS Monitor will complete a processed debris ticket with the following information; date, time of departure, type of debris, truck driver name, truck number, prime and subcontractor name, and the TDSRS site name. The TDSRS Monitor will estimate the volume capacity by percentage for each truck and affix his/her signature attesting to the veracity of the information. The TDSRS Monitor must retain the necessary copies of the outgoing debris ticket to be returned to the Debris Operations Base at the end of each shift.

The City is responsible for resolving issues with the Debris Removal Contractor's crews and other Debris Removal Contractor's personnel.

4.8. ROVING DEBRIS MONITOR SERVICES

The function of the Roving Debris Monitors is to verify only eligible debris is being removed from designated public rights-of-ways, and public property within assigned debris pickup zones in the City of Edgewater. The Roving Debris Monitors, at the discretion of the City, may supply any other monitoring needs deemed necessary by the City such as truck volume certification, emergency road clearing, and various debris removal operations.

The Roving Debris Monitor will complete the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, the diameter size of the debris removal item, and any future information the reimbursing federal agency may require. The Roving Monitor will also take photos explicitly showing the description and location of each removal. The Roving Monitor signature on the form verifies the work has been performed by the Debris Removal Contractor, and the debris is eligible. The Roving Monitor must retain the necessary copies of the debris removal form to be returned to the Debris Operations Base at the end of their shift. If the Roving Monitor cannot attest to the accuracy of the information documented, the work performed and the eligibility of the debris, the monitor will not affix his/her signature to the form and will tag the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in the dismissal of said monitor.

4.9. DISPOSAL SITE MONITORS

The function of the Disposal Site Monitor is to estimate the volume of the incoming debris load on a percentage basis and to audit the accuracy and totality of the associated debris ticket.

For every incoming Debris Removal Contractor vehicle, the Disposal Site Monitor will indicate the estimated volume capacity by percentage arrival time, date, and disposal facility. The Disposal Site Monitor's signature on the form verifies receipt and quantity of the debris at the final disposal site. A signed and fully completed disposal ticket is the basis for contract billings. The Disposal Site Monitor must retain the necessary copies of the disposal ticket to be returned to the Debris Operations Base at the end of each shift. If a Disposal Site Monitor cannot attest to the integrity and totality of the information documented, the work performed and the eligibility of the debris, the Monitor will not affix his/her signature to the form, and will log the ticket for nonpayment and report the situation to the Debris Operations Supervisor. Failure to follow the proper monitoring procedures will result in the dismissal of said monitor.

The Monitor will visually observe all of the Debris Removal Contractor debris vehicles entering the Disposal facility and will ensure all vehicles exit void of debris.

4.10. OPERATIONAL REQUIREMENTS

General Operating Procedures:

The City will retain a Debris Removal Contractor(s) to remove, transport, process, and dispose of disaster-generated debris from the public access roadways, rights-of-ways, and public property within the City of Edgewater. Each load of eligible debris shall be tracked using a multi-page load capacity ticket. The Debris Operations Base shall provide the load capacity tickets. The following guidance provides the basic procedure for completing the load capacity tickets. Revised procedures, if necessary, may be established by the Debris Operations Base and shall be followed by the Debris Monitoring Contractor in lieu of the following procedure.

Load capacity ticket:

The Debris Loading Site Monitor is responsible for providing the following information; location, 1st pass, 2nd pass, subsequent pass, FEMA Roadway, FHWA Roadway, time and date of loading, prime and subcontractor names, truck number, the truck driver's name, capacity in cubic yards and the debris classification. The Loading Site Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies of the load capacity ticket, and provide the remaining copies to the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. If the debris is processed before the final deposition, the TDSRS Monitor is accountable for completing the remaining sections of the load capacity ticket. The TDSRS Monitor will not affix his/her signature if the initial loading section of

the ticket is incomplete and will note the ticket number for nonpayment. After verifying the required information is present, the TDSRS Monitor, located in the inspection tower, will estimate the volume of debris contained in the truck or trailer by percentage. Each truck or trailer must have the measured size in cubic yards recorded on the side of the truck or trailer. The TDSRS Monitor will verify the recorded truck or trailer size with the capacity stated on the load capacity ticket, and the type of debris indicated. If any discrepancies occur, the Monitor will not affix his/her signature and will lot and report the ticket for nonpayment.

For outgoing reduced debris from the debris management site, the TDSRS Monitor will indicate on the ticket, the type of debris, the name of the debris management site, the departure time of the truck, the date, the truck driver's name, the truck number, the prime and subcontractor name, the capacity of the truck and will estimate the volume of debris. The TDSRS Monitor will sign his/her name in the INSPECTOR block for loading and will retain the necessary copies for the truck driver. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift.

For debris hauled directly to the disposal site, the Disposal Site Monitor will first validate the truck number recorded capacity and type of debris noted on the debris ticket provided by the driver, with the incoming debris vehicle. The Monitor will complete the name of the disposal facility, the arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load capacity ticket in the trailer. The estimated volume will be recorded on the load capacity ticket in the DEBRIS QUANTITY ESTIMATE (%) field, and the Disposal Site Monitor will sign his/her name in the INSPECTOR block for dumping. The Disposal Site Tower Monitor's copies will be turned in to the City's Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift. The original load capacity ticket is the basis for contract billing.

Operational Requirements of Roving Debris Monitors:

Under the direction of the City, the Debris Removal Contractor will also provide various debris removal services such as hazardous stumps, hanging limbs, tree removal, and emergency road clearing. The Roving Debris Monitor will ensure only eligible debris from public access roads, public right-of-ways, and public property is removed by the Debris Removal Contractor. The Roving Debris Monitor is responsible for completing the following information on each debris removal form; the street address and/or Global Positioning Coordinates (GPS) for each debris removal item, the crew number, the diameter size of the debris removal item, and the Roving Monitor signature which verifies the work has been performed by the Debris Removal Contractor. The Roving Monitor will also take photographs explicitly showing the description and location of each removal to be provided in a digital format. Photographs will be submitted at the end of each shift in electronic format with a log stating the location and ticket number of

the removed item. All forms under this scope of work will be provided by the Debris Operations Base.

The Roving Debris Monitor will retain the necessary copies of the debris removal form, and the remaining copies will be given to the crew foreman. At the end of each shift, the Roving Debris Monitor will submit their copies to the Debris Operations Supervisor. All debris removal tickets, used, unused and voided must be turned in at the end of each shift. All Contractor debris removal forms are controlled forms and must not be duplicated. The original debris removal form is the basis for contract billing by the Debris Removal Contractor.

4.11. REPORTING

The Loading Site Monitor will turn in copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift.

The Loading Site Monitor will also maintain a daily log that contains the following information:

- a) Loading location
- b) Loading Site Monitor's name
- c) Number of load capacity tickets issued during shift
- d) Starting and ending load capacity ticket numbers
- e) Property damage and Contractor induced damages
- f) Crew number
- g) Any problems encountered

The TDSRS Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift.

The TSDRS Monitor will maintain a daily log that contains the following information:

- a) TDSRS site
- b) TDSRS Tower Monitor's name
- c) Truck/trailer number and volume of debris hauled into site
- d) Truck/trailer number and volume of debris hauled out of the site
- e) Any problems encountered

The Disposal Site Tower Monitor will turn in their copies of the load capacity ticket and their daily log to the Debris Operations Supervisor at the end of each shift. All load capacity tickets, used, unused, and voided must be turned in at the end of each shift.

The Disposal Site Tower Monitor will maintain a daily log that contains the following information:

- a) Disposal site
- b) Disposal Site Tower Monitor's name
- c) Truck/trailer number and volume of debris hauled into the site
- d) Any problems encountered

The Roving Debris Monitor will turn in their copies of the debris removal form, photos, and their daily log to the Debris Operations Supervisor at the end of each shift. All debris removal tickets, used, unused, and voided must be turned in at the end of each shift.

The Roving Debris Monitor will maintain a daily log that contains the following information:

- a) Site quadrant
- b) Roving Monitor's Name
- c) Debris Crew Number
- d) Property damage and Contractor induced damages
- e) Any problems encountered

The Debris Monitoring Supervisor/Program Manager shall provide all daily timesheets to the City upon request.

4.12. SAFETY

All Debris Monitoring Contract personnel must wear safety equipment whenever on a debris management site. Contract personnel must adhere to all debris management site safety requirements and OSHA Regulations.

4.13. OTHER CONSIDERATIONS

The Debris Monitoring Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to the Contractor's activities.

The Debris Monitoring Contractor will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

The Debris Monitoring Contractor shall abide by and operate under the following federal acts, regulations, and requirements:

- FHWA Form 1273, titled Standard Federal-aid Provisions, must be physically incorporated (not referenced) into all prime and subcontractor contracts.
- Davis-Bacon Wages Act – waived for Debris Removal services only; applies to all other work types

<http://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>

- Buy America
- Disadvantaged Business Enterprises (DBE)
- Americans with Disability Act (ADA)
- Convict Labor Prohibition

Debris removal work and the associated monitoring service on Federal Highway (FHWA) roads must be bifurcated from non-FHWA roads. The Debris Monitoring Contractor will provide separate invoices for services on such indicated roads. A current listing of FHWA roads will be provided prior to the engagement of work.

4.14. PAYMENT

The hourly rates shall include all costs, all applicable overhead, taxes, benefits, handling charges, and profits. No travel expenses, mileage, per diem, meals, rental cars, and or lodging will be paid by the City.

All requests for payment under this contract shall identify the positions, hourly rates, and the specific individual to which the billing applies. Labor summaries with daily costs per monitor will be supplied with the FEMA/FHWA portion indicated. The Contractor will invoice the City on a monthly basis.

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City, indicating services have been rendered in conformity with the Contract. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

4.15. SUBCONTRACTORS

The successful bidder shall not employ subcontractors without the advance written permission of the City.

5. Terms and Conditions

5.1. Term

It is anticipated the City will contract for Emergency Debris Monitoring Services for an initial three-year period with two (2) one-year extension options. The City of Edgewater reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving 120-days written notice except as noted in "Terms and Conditions – Termination" of this document. The City reserves the right to award contracts to multiple vendors.

5.2. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

5.3. Licenses

The Contractor is required to possess the correct business tax receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of Use, contact the Finance Department, (386) 424-2400.

5.4. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

5.5. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

5.6. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

5.7. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

5.8. Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a one-hundred eighty (180) days written notice. The City shall be sole judge of non performance.

5.9. Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

5.10. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

5.11. Lobbying

All firms are hereby placed on NOTICE that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council or any other City Staff other than the Purchasing Specialist for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, from time of advertisement to final Council approval, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

5.12. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

5.13. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Edgewater's Purchasing Policies and Procedures. NOTE: Protest Procedures are time sensitive and can be found via

this link: <https://www.cityofedgewater.org/finance/page/purchasing-policies>

5.14. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

5.15. Immigration Reform and Control Act

The City will not intentionally award City contracts to any Firm who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in an 8 U.S.C. Section 1324 a(e) (Section 274A (e) of the Immigration and Nationality Act ("INA")).

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

5.16. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

5.17. Other Agencies

All Proposer(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded proposer(s).

5.18. Conflict of Interest Disclosure

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Firms must disclose within their bid/proposal to the City of Edgewater the name of any officer, director, or agent who is also an employee of the City of Edgewater (hereinafter the "City"). Furthermore, all firms must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the firm of any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

5.19. Drug-Free Workplace Provisions

In accordance with Florida Statue 287.087, firm certifies that:

- A. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- B. Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- C. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- D. Notifies the employees that as a condition of working on the commodities or contractual and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- E. Imposes a sanction on, or requires 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.
- F. Makes a good faith effort to continue to maintain a drug free work place through the Implementation of the drug free workplace program.

5.20. Public Entity Crimes Notification

Florida Statutes, Paragraph 287.133(2)(a), A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not

submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.21. Non-Collusive Affidavit

The firm and its officers, partners, owners, agents, representatives, employees or parties in interest, swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Edgewater. The offer or submittal being made is genuine and is not collusive or a sham.

I certify that all information contained in the submittal is truthful to the best of my knowledge and belief. I further certify, under oath, that this submittal is made without any colluded, conspired, connived or agreed, directly or indirectly, with any other firm, person or corporation responding to this solicitation for the same product or service. I certify that the offer quoted/proposed in the attached submission is fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

5.22. Employment Eligibility Verification System (E-Verify) Acknowledgment

Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify) to do the following:

- A. Enroll in the U.S. Department of Homeland Security's E-Verify system;
- B. Utilize E-Verify to verify the employment eligibility of all new employees hired during the term of the Contract;
- C. Utilize E-Verify to verify the employment eligibility of all employees assigned to the Contract; and
- D. Expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize E-Verify to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

5.23. Scrutinized Vendor Certification

- A. Firm hereby certifies under penalties of perjury, as of the date of this solicitation to provide goods and/or services to the City of Edgewater, that it:
- B. Does not participate in a boycott of Israel; and
- C. Is not on the Scrutinized Companies that Boycott Israel List; and
- D. Is not on the Scrutinized Companies with Activities in Sudan List; and

- E. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- F. Has not engaged in business operations in Syria.

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

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

5.24. Debarment and Suspension Certification

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this submittal.

5.25. Public Act 2016-20 Public Records Requirements

All material submitted regarding this RFP becomes the property of the City. RFP documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the City in order to perform the service;
- B. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

5.26. Purchase Order Number

This purchase order number and the seller's name must be clearly shown on all invoices, packing slips, delivery receipts, and correspondence. Failure to clearly indicate this purchase order number may result in the return of invoices.

5.27. Acceptance

All terms and conditions of this purchase order shall become part of the contract between the City of Edgewater and the vendor/seller; the vendor's/seller's different or additional terms will never become part of this contract.

5.28. Delivery, Title & Risk of Loss

Title shall pass to the City of Edgewater on delivery of the conforming goods to the designated location. Notwithstanding any agreement to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be upon the vendor/seller. Delivery shall not be complete until the goods and or services have been received, inspected, and accepted by the City of Edgewater.

Collect shipments will not be accepted in the event that the city agrees to pay the freight, all freight charges shall be fully prepaid and included on the invoice. The original bill must be included with the invoice.

5.29. Warranty

The vendor/seller warrants that the goods and/or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor/seller knows the City's intended use, the vendor/seller warrants that the goods and/or services are suitable for the intended use.

5.30. Remedies

Regardless of whether goods are being sold, licensed or leased or whether services are being performed, the vendor/seller and the City of Edgewater agree that both parties have all the uniform commercial code rights, duties, and remedies available.

5.31. Conflict of Laws

This agreement to purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the City of Edgewater and the State of Florida.

5.32. Modifications

No modification in price, delivery, method or schedule, quantity, quality, specifications or any other term of the contract will be effective unless agreed to in writing, and writing and signed by an authorized purchasing agent.

5.33. Taxes

The City of Edgewater, Florida is exempt from the payment of all federal excise taxes and sales taxes of the State of Florida, and generally all other state governments. Vendor/Seller shall furnish the proper exemption certificate

State of Florida Sales Tax Exemption Number: 85-8013848356C7

Federal Employee Identification Number: 59-6000-314

5.34. Patents & Royalties

The vendor/seller, without exception, shall indemnify and save harmless the City of Edgewater and its employees from liability of any nature of kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or sued in the performance of the contract, including its use by the City of Edgewater. If the vendor/seller uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the listed prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved with the work.

5.35. Invoicing/Payments

Furnish all invoices in duplicate and mail to the address indicated on the front. Send a separate invoice for each shipment. Include the correct purchase order number on each invoice. Unless previously agreed upon by both the City and vendor, all invoicing and payments will be as outlined in the (Local Government Prompt Payment Act (FS 218. PART VII).

5.36. Prices

If prices are higher than specified, do not ship without the purchasing agent's prior written approval.

5.37. Clean Hands

By accepting this contract, the seller warrants that neither the business, nor any officer or significant stakeholder of the business is in violation of the City of Edgewater code and do not owe the city any past due debt. The seller specifically agrees that the city may withhold any money owed the seller from this contract for any existing code violations and/or past due debt. If the seller misrepresents the status of the business, any officer or significant stakeholder, the city will consider this a material defect of this contract and shall have the right to immediately terminate it.

5.38. Other Requirements

Federal Requirements are detailed in the contract which is included in Section 11- Vendor Response Item # 14 - Professional Services Agreement. Proposers shall include a signed Professional Service Agreement via the OpenGov portal with their submittal.

6. Insurance Requirements

6.1. Insurance Requirements

INSURANCE TYPE REQUIRED LIMITS

- A. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- B. Commercial General Liability Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form \$1,000,000 single limit per occurrence with no limiting endorsements.
- C. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.
- D. Automobile Liability \$ 500,000 Each Occurrence Owned/Non owned/Hired Automobile Included
- E. Other Insurance as indicated below:
Errors and Omissions or Professional \$ 1,000,000 Per Occurrence
Malpractice Coverage
- F. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- G. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.
- H. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
- I. The City of Edgewater shall be named as the Certificate Holder. NOTE The "Certificate Holder" should read as follows:
City of Edgewater

Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- J. Thirty (30) Days Cancellation Notice required.
- K. The Certificate must state the following: RFP 23-ES-10 and Emergency Debris Monitoring Services.

7. Contract/Agreement & All Required Forms

Failure to provide the completed required forms may result in the submittal being deemed non-responsive.

7.1. Terms and Conditions of Contract

The City has developed standard contracts/agreements. The City strongly urges the Contractor to return a signed standard City contract/agreement contained within this RFP with your submittal, in order to expedite final approval and execution of said contract.

A contract/agreement resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this RFP. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

7.2. Contract Award

Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

The City reserves the right to award contracts to multiple respondents.

8. Submittal Requirements

8.1. Response Format - Overview

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP.

Any portions of the Proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP. All copies of the Proposal should be bound and tabbed. The utilization of recycled paper for Proposal submission is strongly encouraged.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

8.2. Title Page

Request for Proposal #RFP 23-ES-10 – Emergency Debris Monitoring Services

8.3. Letter of Transmittal

A signed letter of transmittal briefly stating proposers understanding of the work to be done, the projected timetable for completion of study and statements why the proposer believes they are the best qualified to perform this project.

8.4. Company History

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Proposer's certification that the Proposer will accept any awards made to him as a result of said submission of the terms contained therein.

8.5. Experience and Expertise

- 1) Proposers background, history, and experience for these services.
- 2) Include a description of the proposers past and current related experience. Consideration will be given to the successful completion of previous projects in the past five (5) years.

3) Key Personnel - include detailed resumes of key person to be assigned to the project, including but not limited to:

- A. Name and Title
- B. Job assignments for other projects
- C. Percentage of time to be assigned to this project
- D. Current and projected workload of key individuals
- E. How many years with this firm
- F. How many years with other firms
- G. Experience (types of projects, size of projects, specific project involvement)
- H. Education and active registrations
- I. other experience/qualifications that are relevant to this project

8.6. Scope Response

Describe your understanding of the scope of services and the City's needs and any specialized skills that are available from your firm.

List current contracts and the ability to respond to the needs of the City with sufficient personnel and in a timely manner.

8.7. Resources and Methodology – (Resources, Creative Ability and Approach)

Provide a narrative description outlining the methods of mobilization/operation plans, operational structure and services to be provided. This description should fully and completely demonstrate the Respondents intended methods for servicing the requirements of the RFP, including but not limited to:

1. Specifying the firms approach to completing the tasks specified in the solicitation.
2. Provide current and projected workload of the firm.
3. Submit a description of any innovative techniques or methodology that you will use in this plan that have a proven history of providing responsive and cost-effective results on similar studies.
4. Describe how your firm ensures that the project contract amount is not exceeded. Use some or all of the examples in Previous Projects and References as specific examples which demonstrate your ability to deliver your work within the contract amount.

Respondents may offer alternative solutions/options to achieve successful completion of the scope of services detailed herein.

8.8. Previous Projects and References

PROJECTS

List the projects which best illustrate the experience of providing Emergency Debris Monitoring Services of the Proposers and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:

- 1) Name and location of project;
- 2) Project Owner's name, address, phone number, and email;
- 3) The discipline(s) of the proposers focus on the project (Transportation, Law Enforcement, Fire Protection, Recreation, Utilities, etc.);
- 4) What methodology was used to perform the project;
 - a. Were these new studies or renewal studies;
 - b. Were the recommendations approved and implemented;
 - c. Date project was completed or will be completed.

REFERENCES

List a minimum of three references that can comment on your firms ability to complete Emergency Debris Monitoring Services. The City reserves the right to contact any and all references to obtain ratings for the proposers past performance

The references must include:

Entity Name and Address

Contact Name

Telephone Number

Email Address

A downloadable standard Reference Form is attached in the Vendors Response section of this solicitation.

8.9. Statement of Litigation

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

8.10. Accessibility

The Proposer shall provide the name of office location of the account executive directly responsible for handling the City's account. Description of the current corporation of the account executives personal book of business including the following:

- A. Number of accounts for which the account executive is responsible.
- B. How the City's account would compare in size and scope to other clients of the agent/broker.

- C. Steps the account executive or firm will take to assure that proper attention will be given to the City's account as your volume of business grows.

8.11. Documents

Professional Certifications/Licenses.

8.12. Required Forms

See [Contract/Agreement & All Required Forms](#).

8.13. Price Proposal

All pricing must be entered and submitted through the OpenGov/ProcureNow system.

The City of Edgewater is prepared to pay on actual time spent per position and established hourly billing rate for tasks including but not limited to: Debris loading site monitors, temporary debris storage and reductions site (tdsrs) monitors, disposal site monitors, roving debris monitors, field supervisor(s) and project manager.

Project Cost by hour and by task.

It is understood that hourly rates include all costs, all applicable overhead, taxes, benefits, handling charges, profits, data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City. No travel expenses, mileage, per diem, meals, rental cars, and or lodging will be paid by the City. No other charges shall be allowed

Proposals may include descriptions and hourly rates for additional personnel beyond the requested debris monitoring personnel.

8.14. Proposal Evaluation Committee and Evaluation Factors

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as "Points Possible" will be totaled to achieve the Total Points awarded to each Proposer. The greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

The factors to be considered in the evaluation of Proposal responses are listed in the Evaluation Criteria section of this document

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Specialist to schedule the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based **solely on the presentations**.

8.15. Drug-Free Workplace

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two 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 furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

8.16. Tie Breaker

In the event of a tie (with each business certifying that it is a Drug-Free Workplace), both in individual scoring and in final ranking, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

9. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Experience and Expertise 1) Proposers background, history, and experience for these services. 2) Include a description of the proposers past and current related experience. Consideration will be given to the successful completion of previous projects in the past five (5) years. 3) Key Personnel - include detailed resumes of key person to be assigned to the project, including but not limited to: <ul style="list-style-type: none"> A. Name and Title B. Job assignments for other projects C. Percentage of time to be assigned to this project D. Current and projected workload of key individuals E. How many years with this firm F. How many years with other firms G. Experience (types of projects, size of projects, specific project involvement) H. Education and active registrations I. other experience/qualifications that are relevant to this project 	Points Based	20 <i>(20% of Total)</i>

2.	<p>Resources and Methodology – (Resources, Creative Ability and Approach)</p> <p>Provide a narrative description outlining the methods of mobilization/operation plans, operational structure and services to be provided. This description should fully and completely demonstrate the Respondents intended methods for servicing the requirements of the RFP, including but not limited to:</p> <p>1.Specifying the firms approach to completing the tasks specified in the solicitation.</p> <p>2. Provide current and projected workload of the firm.</p> <p>3. Submit a description of any innovative techniques or methodology that you will use in this plan that have a proven history of providing responsive and cost-effective results on similar studies.</p> <p>4. Describe how your firm ensures that the project contract amount is not exceeded. Use some or all of the examples in Previous Projects and References as specific examples which demonstrate your ability to deliver your work within the contract amount.</p> <p>Respondents may offer alternative solutions/options to achieve successful completion of the scope of services detailed herein.</p>	Points Based	20 (20% of Total)
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3.	<p>Previous Projects and References</p> <p>PROJECTS</p> <p>List the projects which best illustrate the experience of providing Emergency Debris Monitoring Services of the Proposers and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:</p> <p>1) Name and location of project;</p> <p>2) Project Owner's name, address, phone number, and email;</p> <p>3) The discipline(s) of the proposers focus on the project (Transportation, Law Enforcement, Fire Protection, Recreation, Utilities, etc.);</p> <p>4) What methodology was used to perform the project;</p> <p>a. Were these new studies or renewal studies;</p> <p>b. Were the recommendations approved and implemented;</p> <p>c. Date project was completed or will be completed.</p> <p>REFERENCES</p> <p>List a minimum of three references that can comment on your firms ability to complete Emergency Debris Monitoring Services. The City reserves the right to contact any and all references to obtain ratings for the proposers past performance</p> <p>The references must include:</p> <p>Entity Name and Address</p> <p>Contact Name</p> <p>Telephone Number</p> <p>Email Address</p> <p>A downloadable standard Reference Form is attached in the Vendors Response section of this solicitation.</p>	Points Based	20 (20% of Total)
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4.	<p>Scope Response</p> <p>Describe your understanding of the scope of services and the City's needs and any specialized skills that are available from your firm.</p> <p>List current contracts and the ability to respond to the needs of the City with sufficient personnel and in a timely manner.</p>	Points Based	20 (20% of Total)
5.	<p>Project Cost</p> <p>All pricing must be entered and submitted through the OpenGov/ProcureNow system.</p> <p>The City of Edgewater is prepared to pay on actual time spent per position and established hourly billing rate for tasks including but not limited to: Debris loading site monitors, temporary debris storage and reductions site (tdsrs) monitors, disposal site monitors, roving debris monitors, field supervisor(s) and project manager.</p> <p>Project Cost by hour and by task.</p> <p>It is understood that hourly rates include all costs, all applicable overhead, taxes, benefits, handling charges, profits, data management and support to the City in a format that is standard with FEMA and FHWA for reimbursement from such entities to the City. No travel expenses, mileage, per diem, meals, rental cars, and or lodging will be paid by the City. No other charges shall be allowed</p> <p>Proposals may include descriptions and hourly rates for additional personnel beyond the requested debris monitoring personnel.</p>	Points Based	20 (20% of Total)

10. Pricing Proposal

PROPOSAL PRICING FORM

Line Item	Description	Quantity	Price Per Hour	Unit Cost	Total
1	Project Manager	1	Dollars		
2	Field Supervisor	1	Dollars		
3	Loading Site Monitors	1	Dollars		
4	TDSRS Monitors	1	Dollars		
5	Disposal Site Tower Monitors	1	Dollars		
6	Roving Monitors	1	Dollars		
7	Operations Manager	1	Dollars		
8	Data Manager	1	Dollars		
9	Administrative Assistant	1	Dollars		
TOTAL					

11. Vendor Response

Please upload ONLY PDF files within this section. The City of Edgewater will not be responsible for any other types of files (WORD, EXCEL, etc..) that may not convert correctly to pdfs. Required documents are provided as downloadable PDF files for your use. Alternate PDF files may be accepted.

11.1. Terms and Conditions of Contract*

The proposer acknowledges that by submitting a response to this solicitation, they are bound by the following:

The City has developed standard contracts/agreements. Proposers should include a signed Professional Service Agreement via the OpenGov portal with their submittal. Contracts not signed and returned with the submittal, must be signed and submitted to Purchasing@cityofedgewater.org, prior to the posted Notice of Recommendation date. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

☐ Please confirm

*Response required

11.2. W9*

Please download the below documents, complete, and upload.

- [W9 - 2018 \(1\).pdf](#)

*Response required

11.3. Insurance Requirements*

By submitting a response to this solicitation, the Proposers acknowledges that they understand the insurance requirements of the attached specifications and that the evidence of insurability may be required within five (5) days of the award of RFP.

☐ Please confirm

*Response required

11.4. Proposer Checklist*

By submitting a response to this solicitation, the Proposer acknowledges that they have read, signed in spaces indicated and returned the following with their proposal:

- A. Standard Contract/Agreement
- B. Declaration Statement/Document Notification Affidavit

C. All information as requested in Vendor Response

☐ Please confirm

*Response required

[11.5. Title Page*](#)

Please upload your Title Page here.

*Response required

[11.6. Letter of Transmittal*](#)

Please upload your Letter of Transmittal here.

*Response required

[11.7. Company History*](#)

Please upload all documents pertaining to your Company History here.

*Response required

[11.8. Experience and Qualifications of Staff*](#)

Please upload all documents pertaining to your Experience and Qualifications of Staff here.

*Response required

[11.9. Scope Response*](#)

Upload all documents pertaining to your Scope Response here.

*Response required

[11.10. Approach to Project*](#)

Please upload all documents pertaining to your Approach to Project here.

*Response required

[11.11. Statement of Litigation*](#)

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years. If there are none of the above, please type N/A.

*Response required

[11.12. Location and Accessibility*](#)

Please upload all documents pertaining to your Company's Location and Accessibility here.

*Response required

[11.13. Other Documents](#)

Please upload any additional documents here.

For example:

Professional Certifications

Licenses

[11.14. Professional Services Agreement*](#)

Please upload a completed, signed copy of your Professional Services Agreement here.

Leave the dates in the introductory paragraph blank. They will be completed upon final execution of the agreement to the selected vendor/firm.

- [RFP 23-ES-10 Professional S...](#)

*Response required

[11.15. Reference Form*](#)

Please download the below documents, complete, and upload.

- [References.2.pdf](#)

*Response required

[11.16. Declaration Statement/Document Notification Affidavit*](#)

Please download the below documents, complete, and upload.

- [DECLARATION_STATEMENT.pdf](#)

*Response required

[11.17. Pricing Proposal*](#)

By submitting a response to this RFP, the bidder acknowledges that a Pricing Proposal must be submitted via the City's e-Procurement Portal and will be uploaded separately from the remainder of the response.

☐ Please confirm

*Response required

[11.18. Vendor Information/Proposers Qualifications](#)

[11.18.1. Type of Firm*](#)

Please select the type of firm for your organization.

- ☐ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Other

*Response required

[11.18.2. Corporation - State*](#)

If firm is a corporation, please list state in which it is incorporated. If you did not select corporation, please type N/A.

*Response required

11.18.3. Other*

If you selected other, please list the type of firm. If you did not select other, please type N/A.

*Response required

11.18.4. Authorization*

By submitting a response to this solicitation, the Proposer certifies that the firm is authorized to do business in the state of Florida.

☐ Please confirm

*Response required

11.18.5. Years in Business*

Please provide the number of years you have been in business under this firm.

*Response required

11.18.6. Major Work*

Please list major work presently under contract and include the following information for each item:

Percentage of Completion

Project

Contract Amount

*Response required

11.18.7. Current Projects*

Please list current projects on which your firm is the candidate for award.

*Response required

11.18.8. Subcontractors*

Please download the below documents, complete, and upload.

- [Subcontractor listing.pdf](#)

*Response required

11.18.9. Project Completion*

Have you, at any time, failed to complete a project?

☐ Yes

☐ No

*Response required

11.18.10. Additional Details*

If you answered yes to Project Completion and/or State of Litigation, submit details here. List all lawsuits that have been filed by or against your firm in the last five (5) years.

*Response required

11.18.11. State of Litigation*

Are there any judgments, claims or suits pending or outstanding by or against you?

☐ Yes

☐ No

*Response required

11.18.12. City Projects*

List all work done on City projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

*Response required

11.18.13. Financial Information*

Please provide the following information here:

Bank(s) Maintaining Account(s)

Surety/Underwriter (if required)

*Response required

11.18.14. Vendor Info and Agreement form*

Please download the below documents, complete, and upload.

- [Vendor form for solicitatio...](#)

*Response required

11.18.15. Vendor Acknowledgment*

Pursuant to information for prospective Proposers for the above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

☐ Please confirm

*Response required

11.18.16. Acceptance of Conditions*

Confirm Acceptance of Conditions listed in this solicitation (any exceptions must be listed in the following question.)

☐ Yes

☐ No

*Response required

11.18.17. Acceptance of Conditions - EXCEPTIONS

List any exceptions to conditions listed in this solicitations. It should be noted that exceptions may render the submittal as non-responsive.

11.18.18. Acceptance of Conditions - EXCEPTIONS - upload

You may use this question to upload any documentation related to exceptions to the Acceptance of Conditions.

11.18.19. FHWA-1273 Required Contract Provisions

Proposer confirms they have read, understood, and agree to comply with the attached Federal FHWA-1273 Required Contract Provisions.

☐ Please confirm