

REQUEST FOR PROPOSAL

CB 21 – 008



DISASTER DEBRIS MONITORING SERVICES

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL
CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Table of Contents

SECTION I 5

INTRODUCTION..... 6

DEFINITIONS..... 7

STANDARD TERMS & CONDITIONS 9

 ACCEPTANCE AND REJECTION 9

 ASSIGNMENT: 9

 AWARD: 9

 CONFLICT OF INTEREST: 9

 CONTRACT EXTENSIONS:..... 9

 DEVIATION FROM SPECIFICATION: 10

 DISCRIMINATION STATEMENT: 10

 ECONOMY OF PREPARATION:..... 10

 F.O.B. POINT: 10

 INFORMALITIES: 10

 INFORMATION AND LITERATURE:..... 10

 INTERPRETATIONS: 11

 INVOICES:..... 11

 NON-DISCRIMINATION:..... 11

 PATENTS AND COPYRIGHTS: 11

 PAYMENTS: 11

 PRICING:..... 12

 PUBLIC ENTITY CRIMES: 12

 PUBLIC RECORDS:..... 12

 QUANTITIES: 12

 TAX EXEMPTIONS: 13

 TERMINATION: 13

 TIME FOR CONSIDERATIONS: 13

 TRADE SECRETS:..... 13

SPECIAL CONDITIONS..... 14

 ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL:..... 14

 DISQUALIFICATION: 14

 INDEMNIFICATION STATEMENT: 14

 LIMITATION OF LIABILITY STATEMENT:..... 14

 PROPOSAL ACKNOWLEDGEMENT:..... 15

 PROPOSAL SECURITY 15

 PROPOSER EXPENSES 16

 PRICE ADJUSTMENTS: 16

 PROPOSAL ACKNOWLEDGEMENT:..... 17

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION:..... 17
REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: 17
REQUEST FOR MODIFICATION:..... 17
TERMS:..... 17
FEDERAL COMPLIANCE REGULATIONS..... 17
ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR
AGENCY AND COMPTROLLER GENERAL..... 17
CLEAN AIR AND WATER ACTS..... 18
CONTRACT WORK HOURS AND SAFETY STANDARDS 18
COPELAND ANTI-KICKBACK ACT..... 18
COPYRIGHTS..... 18
BUY AMERICAN ACT 18
SUBCONTRACTORS..... 19
DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS ... 19
ENERGY POLICY AND CONSERVATION ACT 19
EQUAL EMPLOYMENT OPPORTUNITY..... 19
REPORTING: 19
REPORTS ACCEPTANCE:..... 20
RETENTION OF ALL RECORDS:..... 20
SMALL & MINORITY BUSINESSES, WOMEN’S BUSINESS
ENTERPRISES AND LABOR SURPLUS AREA FIRMS 20
STANDARD INSURANCE REQUIREMENTS..... 20
GENERAL:..... 20
COMMERCIAL GENERAL LIABILITY:..... 20
WORKERS' COMPENSATION: 21
AGENCY OVERVIEW 22
PROJECT OVERVIEW..... 22
SCOPE OF WORK..... 23
CONTRACTOR REQUIREMENTS:..... 24
COMMUNICATIONS AND CUSTOMER SERVICE COORDINATION..... 28
STAFFING REQUIREMENTS 28
AS AN EXAMPLE OF STAFFING REQUIREMENTS:..... 28
UNAUTHORIZED ALIEN WORKERS: 29
STAFFING REQUIREMENTS – CITY 30
VEHICLE COMMUNICATION EQUIPMENT REQUIREMENTS 30
CONTRACTUAL SERVICES..... 30
PROPOSAL SUBMITTALS..... 32
REQUEST FOR PROPOSAL TIME LINE..... 35
EVALUATION PROCEDURE 35
CRITERIA..... 36
SELECTION PROCESS..... 36
FORMAL ORAL PRESENTATIONS/INTERVIEWS (IF REQUIRED) 36
APPENDIX..... 38

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

CB 21 – 008 -1..... 38
DISASTER DEBRIS MONITORING SERVICES 38
 PROPOSAL FORM – SHEET 1 OF 3 39
CB 21 – 008 -1 39
DISASTER DEBRIS MONITORING SERVICES..... 39
 PROPOSAL FORM – SHEET 2 OF 3..... 40
 PROPOSAL FORM – SHEET 4 OF 4..... 42
PROPOSER’S QUALIFICATION QUESTIONNAIRE..... 43
 LIST MAJOR WORK PRESENTLY UNDER CONTRACT:..... 44
 IDENTICAL TIE PROPOSALS 46
 REFERENCES 47
AGREEMENT FOR..... 48
DISASTER DEBRIS MONITORING SERVICE..... 48
WITNESSETH:..... 48
I. DOCUMENTS 48
II. SCOPE 49
III. TERM OF AGREEMENT 49
IV. COMPENSATION..... 49
V. PAYMENT 50
VI. GENERAL CONDITIONS 50
 A. Patents 50
 B. Indemnification 50
 C. Environmental Health and Safety 51
 D. Termination..... 52
 E. Warranty..... 53
 F. Time of Completion 53
 G. Liquidated Damages..... 54
 H. Insurance Requirements: 55
 a. Commercial General Liability:..... 55
 b. Automobile Liability Insurance:..... 55
 c. Workers' Compensation Coverage:..... 55
 d. Insurance Certificates:..... 55
 I. Acceptance..... 56
 J. Correction of Work..... 56
 K. Right to Audit Records..... 56
 L. Time is of the Essence 57
 M. Information..... 57
 N. Extra Work..... 57
 O. Familiarity with the Work 58
 P. Title and Risk of Loss 58
 Q. Independent Contractor, Non-Assignment and Subcontracts..... 58
 R. Inspection and Non-Waiver 59
 S. Notices 59

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

T.	No Liens	60
V	MISCELLANEOUS PROVISIONS	61
	CITY OF COCOA BEACH, FLORIDA.....	62
	STANDARD CONTRACT ADDENDUM.....	62

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

SECTION I

INTRODUCTION

The City of Cocoa Beach (hereinafter referred to as “City”) is requesting sealed Proposals for “Disaster Debris Monitoring Services”.

PROPOSAL DUE DATE & TIME: Friday, April 30, 2021 at 2:00 P.M. local time. Proposal packages shall be mailed or hand-delivered to the Office of the City Clerk, located at CITY HALL, 2 South Orlando Ave. Cocoa Beach, Florida 32931. Proposals are to be received **NO LATER THAN 2:00 P.M.** local time. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The Project Manager or designee will be the official authority for determining late Proposals.

A non-mandatory pre-bid conference will be held at **10 AM on Thursday, April 1, 2021** at the Cocoa Beach Commission Chambers, 2 South Orlando Avenue, Cocoa Beach FL 32931. This Pre-Bid meeting will allow all Proposers the opportunity to bring forward any questions concerning this proposal. All interested parties should attend, however are not required. Attendees may represent only one (1) firm.

All Proposal sheets and required attachments must be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, **CB 21 - 008 “Disaster Debris Monitoring Services”**. Proposers name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and Proposal forms. Any additional information should be attached to this Proposal format, or the Proposal may be disqualified. Proposal Sheet(s) with an original signature, signed by an authorized company representative, must be submitted to validate the Proposal price.

Proposer shall submit six (6) complete sets - one (1) original (marked “ORIGINAL”), and five (5) copies of their Proposal, complete with all supporting documentation. In addition, the proposal package must also include an exact electric copy of the submission in PDF format on a “flash/jump” drive. Proposals submitted by facsimile (fax) or electronically will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any

Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Proposals not submitted on the enclosed Proposal Form shall be rejected, unless stated otherwise in the Proposal documents. Addendums (if any) will be available from the City website at <http://www.cityofcocoa.com/bids.aspx> and on Demand Star at <https://www.demandstar.com/>

For information concerning procedure for responding to this Request for Proposal (RFP), contact Robert E. Strong, Project Manager at (321) 868-3316; Fax: (321)-868-3379 or rstrong@cityofcocoa.com . Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the City of Cocoa Beach as above. The deadline for questions and anticipated timeline for this project is shown on page 30. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by Proposers in submitting their proposals.

DEFINITIONS

Eligible Debris: that which is determined to eliminate immediate threats to life, public health and safety; that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and that which is considered essential to ensure economic recovery of the affected community to the benefit of the community at large.

FEMA : Federal Emergency Management Agency

RFP : Request for Proposal

TDSRS : Temporary Debris Staging and Reduction Site

Clean Vegetative Debris: Tree and landscaping debris free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.

Mixed Debris: Vegetative Debris that is mixed with construction & demolition debris or other material at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

are present, as determined by The City of Cocoa Beach.

Construction and Demolition (C&D) Debris: Debris generated by building materials, such as fencing, roofing, lumber, drywall, carpeting, plastic, glass, etc. In general it is anything other than vegetative and hazardous waste debris.

White Goods Debris: Household & industrial appliances (e.g. refrigerators, stove, dishwashers, etc.).

Hazardous Waste: Includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Broken Limb or Branch Removal: Removal of broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property. This is in reference to: limbs or branches extend over the public ROW; • The limbs or branches pose an immediate threat; and removing the hazard from the public ROW (without entering private property). Only the minimum cut necessary to remove the hazard is eligible.

Tree Removal: Removal of a tree if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree: • Has a split trunk; • Has a broken canopy; or • Is leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For trees that have less than 50 percent of the root-ball exposed, a flush cut the item at ground level and dispose of the cut portion based on volume or weight.

Stump Removal: For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible. Stump removal in areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with SHPO or THPO. If the contractor discovers any potential archeological resources during stump removal, the contractor must immediately cease work and notify the city.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Hand Loading: Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION

The City reserves the right to accept or reject any and all Proposals and to accept the Proposal which best serves the interest of the City of Cocoa Beach. The City may award sections individually or collectively whichever is in its best interest, unless the Proposer only intends to Propose for the contract in its entirety.

ASSIGNMENT:

Neither the contract nor payment due may be assigned.

AWARD:

Award shall be made to the responsive and responsible Proposer whose Proposal is most economical according to the criteria designated in the solicitation.

CONFLICT OF INTEREST:

The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the City or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Commission shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the City.

CONTRACT EXTENSIONS:

The City reserves the right to extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

and/or awarded, provided this is expressly made a part of any contract awarded in regard to this proposal.

DEVIATION FROM SPECIFICATION:

Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATION STATEMENT:

An entity or affiliate placed on the Discriminatory Vendor List may not submit a Proposal for a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION:

The proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

F.O.B. POINT:

Products are to be shipped F.O.B. to the department and address as identified on Purchase Orders.

INFORMALITIES:

The City of Cocoa Beach reserves the right to both waive any minor informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE:

Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

INTERPRETATIONS:

Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Cocoa Beach.

INVOICES:

Invoices should be sent in duplicate to the City of Cocoa Beach, It is understood and agreed that orders and services shall be shipped and performed at the established contract prices. Invoicing in variance with this will subject the contract to cancellation. Submit invoices regularly and for no more than 30 day periods.

NON-DISCRIMINATION:

The successful Proposer will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS:

The Proposer will agree to hold harmless the City of Cocoa Beach, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS:

Upon acceptance of work by using department of the City, the City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act,

Section 218.70, Florida Statutes. The City reserves the right, with justification, to make a partial payment of any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the using City department.

The City reserves the right to make payments by credit card.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY PURCHASE ORDER NUMBER.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PRICING:

If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PUBLIC ENTITY CRIMES:

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for 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 Section 287.017 Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS:

The Contractor agrees to the terms set forth in Exhibit XX – Standard Contract Addendum.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY HALL – FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430
321-868-3286
CITYCLERK@CITYOFCOCOABEACH.COM

QUANTITIES:

The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on bid sheet identify anticipated award amounts.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

TAX EXEMPTIONS:

The City of Cocoa Beach is a tax exempt municipal corporation. The City of Cocoa Beach's tax-exempt number is 85-8012621555C-6. Copies are available upon request. Form W-9 is available upon request.

TERMINATION:

This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature page herein; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CITY. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with such thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed. In the event of a material breach, default, or negligence on the part of the CONTRACTOR, or any other articulated cause, the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR which shall take effect immediately or at a time directed by the CITY. At the CITY's discretion, a cure period may or may not be afforded CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

TIME FOR CONSIDERATIONS:

Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS:

Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine if it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

SPECIAL CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL:

If it becomes necessary to revise or amend any part of this Request for Proposal, the Project Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the City as having received an original Request for Proposal.

DISQUALIFICATION:

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the City believes that collusion exists among Proposers, all proposals will be rejected.

INDEMNIFICATION STATEMENT:

By submitting a Proposal document signed by an authorized agent of the Proposer, Proposer acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the City of Cocoa Beach, its officers, agents, officials, representatives and employees (hereinafter the “City”) against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Contractor, its agent(s), vendors, contractors subcontractor(s), representatives, servants, or employees in the execution, performance or non performance or failure to adequately perform contractor's obligations pursuant to this contract.”

LIMITATION OF LIABILITY STATEMENT:

By submitting a Proposal document signed by an authorized agent of the Proposer, Proposer acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

“The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY’s liability for any cause of action arising from the

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Agreement, so that the CITY's liability for any breach never exceeds the sum of one hundred (\$100) dollars. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR expresses its willingness to enter into this Agreement with the knowledge that the CONTRACTOR's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of one hundred (\$100) dollars less the amount of all funds actually paid by the CITY to CONTRACTOR pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, CONTRACTOR agrees that the CITY shall not be liable to CONTRACTOR for damages in the amount in excess of one hundred (\$100) dollars, which amount shall be reduced by the amount actually paid by the CITY to CONTRACTOR pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28 Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSAL ACKNOWLEDGEMENT:

By submitting a proposal, the Proposer certifies that he/she has fully knowledge of the scope, nature, and quality of work to be performed.

PROPOSAL SECURITY

Proposal Security shall be submitted by the proposer with their proposal package and shall be made payable to City of Cocoa Beach, in an amount of ten-thousand dollars (\$10,000) and in the form of a Proposal Bond issued by a licensed Surety. The Proposal Bond shall be issued by a company having a registered agent in the State of Florida.

The Proposal Security of the successful Proposer will be retained until such Proposer has executed the agreement, whereupon the Proposal Security will be returned. If the successful Proposer fails to furnish the qualifications submittals or fails to execute and deliver the agreement within fifteen (15) days of the Notice of Award, the City may annul the Notice of Award and the Proposal Security of that Proposer will be forfeited. The Proposer Security of any Proposer whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the ninety-first (91st) day after the Proposal Opening. Proposal Security of other Proposers will be returned approximately seven (7) days after the Proposal Opening.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSER EXPENSES

No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PRICE ADJUSTMENTS:

Contract renewal may be based upon satisfactory performance and funding as made available by the City through its regular budgeting process on an annual basis. Total Contract term will not exceed a period of five (5) consecutive years. This contract allows for an annual percentage price adjustment. In the event that the Agency proposes annual price adjustments on the Proposal Forms (page 33), these increases shall not exceed the Consumer Price Index (CPI) Series ID: CWUR0000SAG US City Average Other Goods and Services. Price Adjustment will be based on the annual index (regular or preliminary – whichever is available) at the end of the prior year. The price adjustment will be calculated on the simple percentage method.

Example:

Escalation Factor = (Index at time of calculation) / (Index at time contract prices were set)

Index at price adjustment	323.6
Divided by index when contract price was set	313.5
Escalation Factor = (323.6 / 312.5)	1.032

This calculation indicates that the contract price should be increased by 3.2 percent.

New price = Contract Price x Escalation Factor

Contract Price (Illustrative Only)	\$10.00/hour
Escalation Factor	1.032
New Price = (10.00 x 1.032)	\$10.32/hour

The CPI can be found on the web at <https://www.bls.gov/cpi/home.htm>.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL ACKNOWLEDGEMENT:

By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION:

Respondents will be notified by mail of the results of the procurement.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION:

The Proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation of service personnel to be conducted by the City of Cocoa Beach Police Department or its designees.

REQUEST FOR MODIFICATION:

The City reserves the right to negotiate a final agreement with the top-ranked Proposer to meet more fully the needs of the City.

TERMS:

The initial contract period shall be for one (1) year and will begin as of the date on the Notice of Award. Annual Contract renewal(s) may be based upon contractor satisfactory performance and funding as made available by the City through its regular budgeting process on an annual basis. Total Contract term will not exceed a period of five (5) consecutive years.

FEDERAL COMPLIANCE REGULATIONS

Federal regulations apply to all City of Cocoa Beach contracts using Federal funds as a source for the solicitation of goods and services. Successful Proposers must comply with the following Federal requirement as they apply:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by

Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

SUBCONTRACTORS

The Contractor shall use competitive bidding procedures as outlined in 2 C.F.R. Part 200.319 thru 200.326 and Appendix II. These provisions will be incorporated into the contract by reference.

DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

REPORTING:

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

REPORTS ACCEPTANCE:

FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

RETENTION OF ALL RECORDS:

The Contractor is required to retain all records for five (5) years after grantees or subgrantees make final payments and all other pending matters are closed

**SMALL & MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES
AND LABOR SURPLUS AREA FIRMS**

Efforts are required to be made to ensure fairness in bidding and sub-contracting procedures with small business, women's business enterprises and minority-owned firms, pursuant to federal and state law as outlined in 2 C.F.R. Part

200.321. This provision (i.e. the six affirmative steps) will be incorporated into the contract by reference.

STANDARD INSURANCE REQUIREMENTS

General:

The Certificate of insurance should be made to the City of Cocoa Beach, 2 South Orlando Ave., Cocoa Beach FL 32931 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Cocoa Beach.

All Certificates of insurance shall be approved by the Risk Manager **prior** to the commencement of any work.

Minimum coverage with limits and provisions are as follows:

Commercial General Liability:

The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Cocoa Beach and shall name the City of Cocoa Beach as an additional insured. The policy of insurance shall be written on an “occurrence” form.

Automobile:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

Umbrella/ Excess Liability:

Contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability, and Employers Liability.

Workers' Compensation:

The contractor shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Said policy must include Employers'

Liability insurance with limits of no less than:

- | | |
|---------------------------|---------------|
| • Each Accident | \$ 100,000.00 |
| • Disease – Policy Limit | \$ 500,000.00 |
| • Disease – Each Employee | \$ 100,000.00 |

Contractor shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Other Insurance Provisions:

The City of Cocoa Beach is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Contractor to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

AGENCY OVERVIEW

The City of Cocoa Beach is located on a barrier island in central Brevard County on the east central Florida coast and midway between Jacksonville and Miami. The City has approximately 12 square miles of territory and over 35 miles of local roads has 11,378 residents in 2020. The City of Cocoa Beach was incorporated in 1925. The legislative branch of the City is composed of five (5) elected commission members, one of which is Mayor. The City Manager is responsible for the execution of the Commission's established and adopted policy.

Recreational activities abound in our area. We are a residential resort area, adjacent to another municipality (Cape Canaveral) on the north and Patrick AFB on the south.

(Please visit our official web site, <http://www.cityofcocoa beach.com>)

PROJECT OVERVIEW

Situated on the east coast of Florida, the City of Cocoa Beach is highly vulnerable to:

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

- Natural disasters, such as hurricanes, tornadoes, and flooding and,
- Man-made disasters, such as oil spills, hazardous material spills or releases, multi vehicular accidents resulting from fog or severe rainstorm conditions, etc.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community. These disruptions are caused by:

- Obstructed roadways;
- Environmental offenses resulting from hazardous material spills or releases, the resulting contaminations of soils, ground and surface waterways and potential sources for air pollution;
- Obstacles to safe passage of essential pedestrian and vehicular traffic.

It is mandatory that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the City's planning and its ability to deal with all damage.

Disasters will result in large expenditures of manpower, equipment and related materials and supplies, at substantial cost to the City.

It is imperative that the City of Cocoa Beach be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local governments to cope with all natural and man-made disasters.

SCOPE OF WORK

The City of Cocoa Beach seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified firms to monitor disaster debris recovery efforts and provide related technical assistance, on an as needed basis, to provide disaster recovery monitoring expertise and services to assist the City to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal and disposal.

Work assignments shall be made by requesting a proposal from one or more firms and the issuance of a Purchase Order for the assigned task.

The selected monitoring firm's response to the recovery process must be immediate, rapid, efficient, with acceptable cost controls, - accountability procedures, with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies. The Contractor shall mobilize personnel for this task and shall be fully mobilized to begin debris monitoring operations within 72 hours following the day of the disaster. Debris monitoring work within the City will be prioritized by the City of Cocoa Beach. The selected firm shall be responsible for providing all necessary staff and equipment for carrying out its responsibilities under this contract.

The selected firm(s) must be prepared to carry out the assigned tasks in compliance with the applicable provisions of City of Cocoa Beach's "Phase 1 (Rapid Response) and Phase II (Disaster Debris Monitoring Services of Disaster Debris Removal, Reduction and Disposal) of the City's Disaster Debris Management Plan."

The purchase orders to the selected firm(s) may include, but not be limited to Disaster Debris Monitoring Activities pursuant to Local, State, and Federal Rules and regulations and City's requirements, assistance and input to the updates to the above mentioned plans as needed, as well as new purchase orders for financial modeling and monitoring for advance forecast and readiness plan/planning as assigned may be requested by the City.

Scope of work may include technical assistance as needed to prepare project worksheets (PW) for all disaster categories.

CONTRACTOR REQUIREMENTS:

The selected firm(s) may be allowed to subcontract project monitoring; such monitoring may include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

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

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

Subcontractor Level M/WBE Participation - Proposer shall provide a written plan for how it will ensure that M/WBE firms have the maximum possible opportunity to participate in subcontracts that will be available in the completion of this project.

- The plan should include Proposer's best estimate of the percentage of M/WBE participation (based on subcontract values) it expects to be able to achieve in this project from subcontractors.
- The plan shall include estimated dollar amounts of subcontract values that are used to estimate an overall proposal from Proposer.

In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities for this project.

If the selected Firm(s) for monitoring of debris recovery elect/s to provide a web based load tracking and field project monitoring system, a detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with FEMA guidelines.

Those monitoring efforts shall include, but not be limited to:

- (a) Providing assistance in updating the City's Disaster Debris Management and Removal plan.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

- (b) Provide training of selected City staff in essential disaster debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection contractors and City, State and Federal Agencies.
- (c) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Disaster Debris Management Sites (DDMS) located or developed throughout City of Cocoa Beach or the region if necessary as approved by the City.
- (d) Provide technical and permitting assistance associated with the need to locate additional DDMS when requested by The City of Cocoa Beach.
- (e) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
- Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
 - Establishing the work schedule for inspectors for each day.
 - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
 - Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking.
 - Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of disaster debris removal. Contractors(s) shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of a receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the City.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

- Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
 - Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, C&D debris, or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.
 - Determining eligible vegetative debris. This may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. Pruning, maintenance, trimming, and landscaping are ineligible.
 - Providing documentation to support the eligibility of contracted work to remove tree limbs, branches, stumps, or trees that are still in place: location (geographical coordinates in latitude, longitude), photograph or video documentation that establishes the item is on public property, quantity removed diameter of each item removed, quantity, location, and source of material to fill root-ball holes (required), equipment used to perform the work (required).
 - Record on a map the streets where debris was collected.
 - Perform other duties as directed by the designated City personnel.
- (f) The Firm(s) will provide technical, clerical, and information technology assistance to the City in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of Florida, and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

- (g) The Firm(s) will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Firm(s). This supervisor will report to the primary contractor for Disaster Debris Removal – Disaster Recovery Services who, in turn, will report to the City Liaison.
- (h) The Firm(s) will assist City staff in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process.

COMMUNICATIONS AND CUSTOMER SERVICE COORDINATION

The Firm(s) shall develop a Communications and Customer Service Coordination Plan for the City's approval including a telephone claim reporting system.

STAFFING REQUIREMENTS

The Contractor represents that it has, or 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.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

AS AN EXAMPLE OF STAFFING REQUIREMENTS:

The following describes the contractor's responsibility of providing for a Category-3 hurricane with two (2) primary storm debris collection sites. Each collection site will be in operation from dawn to dusk, seven (7) days per week.

1) **Lead Monitors: (2 each)**

Set-up and man the Staging Area Command and Coordination Center. Train the Site and Field Monitors, track their performance. Assign Field Monitors to contract haulers. Assign Field Monitors and contract haulers to collection grids. Track the daily collection on a City wide grid map. Coordinate the daily

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

collection operation with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract haulers demands. Track the daily count of contract haulers trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill-in as Site Monitor if needed. Record and inspect any property damage that may occur during the debris removal operation.

2) Site Monitors: (4 each)

Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA Staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be off-loaded at the collection site. One inspector is representing the City the other is representing the contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.

3) Field Monitors: (20 each)

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

UNAUTHORIZED ALIEN WORKERS:

The City of Cocoa Beach will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 USC Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act (“INA”). The CITY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

STAFFING REQUIREMENTS – CITY

The City reserves the right to remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: City staff full time, part-time or temporary; Primary Contractor staff and/or sub-contractor staff.

The City will provide a Disaster Debris Removal Project Manager to act as Liaison between City staff, FEMA and Contractor. This person will oversee the

City's interest in the entire disaster debris removal operation, and assure FEMA and contract compliance.

VEHICLE COMMUNICATION EQUIPMENT REQUIREMENTS

AS AN EXAMPLE, OF EQUIPMENT REQUIREMENTS: the following describes the contractor's responsibility of providing for a Category 3 hurricane with two (2) primary disaster debris collection sites. Each collection site will be in operation from dawn to dusk, seven (7) days per week.

- 1) Rental vehicles: (20) it is recommended that the initial rental agreement be for 30 days with an option for an additional 30 days.
- 2) Cell phones: (30) it is recommended that each phone initially shall have about 600 minutes, providing for 20 min. of communication per day for a month.
- 3) Access to a personal computer, printer, copier and fax machine and phone.
- 4) Digital Camera: (1)
- 5) Hard hats: (30)
- 6) Orange safety vests: (30)
- 7) Portable 360 degree amber emergency strobe lights: (20)
- 8) Standard size clip boards: (40)
- 9) Ink pins: (100)
- 10) Highlighters, assorted colors: (20)

CONTRACTUAL SERVICES

Based on the City's needs, the selected firm(s) will be requested to provide proposals to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

environmental restoration and remediation, associated with natural and manmade disaster events.

The selected firm(s) shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for monitoring center.

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

Reimbursement for Tasks will be based on terms agreed to prior to the assignment of a specific task.

Successful proposer will be required to provide an estimated project budget with a Not-to-Exceed amount within forty eight (48) hours of a notice-to-proceed. It will be the successful proposer's sole responsibility to manage project costs in adherence to the Not-to-Exceed amount. The City will not be responsible for payment(s) above and beyond the initial Not-to-Exceed amount without written approval."

Amendments and modifications to the executed contract are required to be in writing with signatures from both the City and the Contracting firm required. Verbal modifications or amendments will not be recognized.

The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in Florida with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond"

Contractor shall be responsible for maintaining the following documentation for debris monitoring reimbursement purposes:

Personnel assignments, duties, and responsibilities, timesheets, Disaster Debris Monitoring Reports, Disaster Debris Total Collection (CY and tonnage), Disaster Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Geographic Information System (GIS) planning and progress reports, debris progress reports, safety reports, usage reports (for fuel, vehicle mileage,

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

etc.) for a period of no less than five (5) years following each engagement with the City.”

PROPOSAL SUBMITTALS

For the proposal to be considered, **it must meet the requirements as stated on page 1 of this document and be submitted at or before the time, date & place shown on page 1 of this document.**

Proposers must include the following information in their proposals and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

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

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

Firm's Credentials: Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firm, and any other related information.

Expertise of Designated Staff: Describe the qualifications and experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, local codes, laws and regulations governing the work.

The Proposer should include an organizational chart noting supervisory and other key personnel, the team(s) and project management structure and the ratio of supervisors to field staff. The contractor should include a description of roles and responsibilities of each position. The personnel named in the proposal shall remain assigned in providing the services throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the City.

Past Performance: Proposer shall provide any information that documents successful and reliable experience in past performance, especially those

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

performances related to the requirements of this Request for Proposal. Related experience shall be restricted to those assignments undertaken within the last five (5) years.

Provide a description and history of the firm focusing on previous governmental experience.

- Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
- Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- Recent experience managing coastal disaster recovery operations including, but not limited to: sand recovery, beach remediation, Right-of-Entry debris removal, and C&D debris separation and removal.”

Proposer must furnish evidence of satisfactory completion of a minimum of ten (10) debris monitoring engagements of similar size and scope within the past five (5) years. Proposer must have been engaged as a Prime Contractor during the engagement. Engagements as a Sub-contractor will not be considered

Proposer(s) must list and provide required information from all debris removal monitoring in excess of five hundred thousand (500,000) cubic yards (or equivalent tonnage) within the past seven (7) years. Failure to list and provide the required information from any project the Proposer has monitored in excess of five hundred thousand (500,000) cubic yards (or equivalent tonnage) within the past seven (7) years may result in proposal rejection. Required information from each project listed includes total cubic yards (or tons) monitored, total revenue to proposer, duration of project, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project.

Proposers shall also state any projects or contracts that they have been terminated or dismissed from during the past seven (7) years (2014-2021). Please provide an explanation for the termination or dismissal.

Managerial Capabilities: Show evidence of the firm’s ability to manage tasks simultaneously and expeditiously; approach to problem/task resolution; and teamwork.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

References: Proposers shall include a list of a minimum of three (3) references, for similar projects only, who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, phone numbers and an email address for all references.

Services to be provided: The Proposer shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal. Proposer will provide information as to the percentage of work to be subcontracted for this contract.

Price Proposal: The Proposer shall provide a complete price proposal for all services to be provided. Please include all hourly rate charges for heavy equipment, vehicles, personnel (travel and per diem management and costs are the responsibility of the contractor).

Current Contracts: Firms shall list all city or state disaster service related contracts in which they are currently obligated to fulfill during the initial term of this agreement with The City of Cocoa Beach.

Invoicing Processing: In this section of the required submittals, the Proposer shall include details about the firm's invoicing process.

Supplemental Information

1. Proposer Qualification Form.
2. Insurance Requirements Certification.
3. Volume of Work Previously Awarded to Firm.

Litigation

State if your firm has been involved in any litigation within the past seven (7) years. Also state if such litigation arose out of your performance, damage claims, negligence, or malpractice. Explain fully the status or result of each such litigation.

Additional Required Proposal Submittal Forms: Reference Sheets, Proposer Qualifications Questionnaire.

Other: Identical Tie Proposal Sheet with signature, if applicable.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

REQUEST FOR PROPOSAL TIME LINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	March 21, 2021
Proposal Advertised	March 21,2021
Pre-Proposal Meeting	Thursday, April 1, 2021
Deadline for Questions	Friday, April 16, 2021
Proposal/Bid Opening	Friday, April 30, 2021
Oral Presentations (if required)	May 10 – May 14, 2021
Contract Award	May 27, 2021

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. The City will consider all responsive and responsible proposals received in its evaluation and award process. The City's evaluation criteria will include consideration of, but will not be limited to the following:

- 1) Responsiveness of the proposal related to the Scope of Work;
- 2) The ability, capability and skill of the Proposer to perform the contract;
- 3) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- 4) The ability of the Proposer to provide future service for the use of the subject of the contract;
- 5) The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the commodities or service;
- 6) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- 7) The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
- 8) The quality of performance of previous contracts;
- 9) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
- 10) The number and scope of conditions attached to the bid or proposal;
- 11) Responsiveness of client references;
- 12) Net costs; and
- 13) Such other information as may be secured.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

CRITERIA

The following represent the principal selection criteria, which will be considered during the evaluation process.

Technical Response

- Equipment Available for Use With This Contract
- Vendor Approach & Methodology
- Service as Stated Herein

Qualifications & Experience

- History of Similar Work
- Previous Experience with FEMA
- Litigation, if any
- Team Experience
- References
- Contract Cost

During the evaluation process, the City may request any or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the evaluation committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

SELECTION PROCESS

In general, the City wishes to avoid the expense to the City and to Proposers of unnecessary presentations. 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) shall request the Purchasing & Contracts Division to schedule the top ranked firm(s) for presentations/interviews.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (IF REQUIRED)

The City may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will open to the public. If oral presentations or interviews are held the following guidelines will be used.

The City's Finance Department will establish the schedule and proposers will be notified at least seven (7) calendar days in advance of the date, time and place of

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Recommendation and Approval of Ranking: The City shall rank all complete written proposals received and/or formal oral presentations/interviews in order of preference and submit this ranking as its' final recommendation to the City Manager. The City Manager will make a recommendation to the City Commission. The City Commission's decision will be final.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL
CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

APPENDIX

CB 21 – 008 -1
DISASTER DEBRIS MONITORING SERVICES

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FORM – SHEET 1 OF 3

CB 21 – 008 -1

DISASTER DEBRIS MONITORING SERVICES

The undersigned hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned by 2:00 p.m., _____ does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed; and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the vendor.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

The City desires to accept submission of this response only if in so doing, the City can place a limit on the City's liability for any cause of action arising out of this solicitation, so the City's liability for any cause of action arising out of this solicitation never exceeds the sum of \$100. Proposer expresses its willingness to respond to this solicitation with the knowledge that the Proposer's recovery from the City to any action or claim arising out of this solicitation is limited to the maximum amount of \$100. Nothing contained within this solicitation is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in Section 768.28, Florida Statutes, or that claims or award against the City shall include attorney's fees, investigative costs,

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL
CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FORM – SHEET 2 OF 3

expert fees or pre-judgment interests. The undersigned acknowledges receipt of good and lawful consideration for this provision and warrants that he/she is authorized and empowered to sign this document for the Proposer.

Commencement of Work After Issuance of Notice to Proceed
(City requires 24 hours after NTP)

Hours

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Telephone Number

Date

Fax Number

Email Address

Cell Phone Number

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FORM – SHEET 3 OF 3

Provide an hourly price for each of the positions listed below. **If your company provides other related positions, please add as appropriate.** Note that descriptions are indicative of the type of work normally performed but descriptions are not comprehensive.

Item	Description	Hourly Rate
1	Lead Monitors: Assist in setting-up and manning the DMS. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.	\$
2	Site Monitors: Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be off-loaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.	\$
3	Field Monitors: Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for corrective action.	\$

Company Name

Date

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL
CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FORM – SHEET 4 OF 4

Price Adjustments Years 2 – 5 (Not to exceed annual CPI – See Page 6):

Percentage Adjustment for Year 2 _____%

Percentage Adjustment for Year 3 _____%

Percentage Adjustment for Year 4 _____%

Percentage Adjustment for Year 5 _____%

Company Name

Date

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL**

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

PROPOSER'S QUALIFICATION QUESTIONNAIRE

Firm Name: _____

Address: _____

City/State /Zip code _____

Telephone _____

Fax _____

E- Mail _____

Type of work: _____

Type of Firm:

_____ Corporation/Years in Business: _____
_____ Partnership/Years in Business: _____
_____ Sole Proprietorship/Years in Business: _____

Officers/Partners or Owners & Experience:

Name	Title	Years of Experience in Work Listed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of Personnel in Organization:

Administrative: _____ Professional: _____ Office: _____ Shop: _____ Field: _____

References:

Bank(s) Maintaining Account(s):

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

Project	Percent Completed	Contract Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

Proposer shall provide at least three (3) references where similar work was performed.

Name of Entity: _____
Address: _____
Tel.# _____ Contact Person _____ E-mail _____
Work Performed: _____

Name of Entity: _____
Address: _____
Tel.# _____ Contact Person _____ E-mail _____
Work Performed: _____

Name of Entity: _____
Address: _____
Tel.# _____ Contact Person _____ E-mail _____
Work Performed: _____

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Have you, at any time, failed to complete a project? yes no

Are there any judgments, claims or suits pending or outstanding by or against you? yes no

If the answer to either question is yes, submit details on a separate sheet.

List all lawsuits that have been filed by or against your firm in the last five (5) years:

Pursuant to information for prospective bidders/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.

Name of Organization: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Date: _____

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
5. Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

DATE

COMPANY

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

REFERENCES

Contractor shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

2. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

3. Company Name _____
Contact Name and Title _____
Address _____
Phone Number _____
Duration of Contract or business relationship _____

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL
CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

AGREEMENT FOR
DISASTER DEBRIS MONITORING SERVICE

THIS AGREEMENT, made this ____ day of, _____ 2021, by and between the City of Cocoa Beach, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and, _____, hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

(Specifications and Contract Documents prepared by the City of Cocoa Beach, "Disaster Debris Monitoring Services" RFP # CB 21 - 008 -1 (Exhibit A).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

1. Specific direction from the City Manager (or designee).
2. This Agreement dated _____ 2021 and any attachments.
3. Exhibit A
4. Exhibit B

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

II. SCOPE

The Contractor is to perform the Work under the general direction of the City as defined in the Request for Proposal and amendments, if any, the Request for Proposal and any amendments thereto being attached hereto as Exhibit "A"(RFP proposal), incorporated by reference herein and made a part thereof as fully as if herein set forth.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

By signing this Agreement, the Contractor represents that it has inspected the work site (as described in the Documents) and has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall be for one (1) year and will begin as of the date on the Notice of Award. Annual Contract renewal(s) may be based upon contractor satisfactory performance and funding as made available by the City through its regular budgeting process on an annual basis. Total Contract term will not exceed a period of five (5) consecutive years.

IV. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal in the amount of _____ (\$____) and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "A"(proposal sheets), incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "A"(proposal sheets), may be increased or decreased by the City under this agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

V. PAYMENT

The City reserves the right, with justification, to make partial payment of any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to the Accounts Payable Section, City of Cocoa Beach, 2 South Orlando Ave., Cocoa Beach, FL 32931.

VI. GENERAL CONDITIONS

A. Patents

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States or any other country. The Contractor shall pay all damages and costs awarded against the City and acknowledge other and additional good and valuable consideration for this provision.

B. Indemnification

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor agrees on Contractor's behalf, and on behalf of its employees, suppliers, agents, officers, representatives, contractors, subcontractors, and all others working for and/or on behalf of the Contractor (hereinafter Contractor) to indemnify and hold harmless the City and all its employees, suppliers, agents, officers, representatives, contractors, subcontractors and all others working on behalf of the City (herein after "City") from and against all liability, costs, and expenses, including but not limited to attorney's fees and suit costs for both trial and appeal, any and all claims, demands, judgments, loss or damages on account of injuries, disease or death to any person or damage to property, or any type of loss or damage whatsoever arising out of or in connection with misconduct or negligent performance, non-performance or other breach of obligation hereunder by Contractor.

In addition, Contractor shall indemnify, defend and hold harmless City against all liability, costs, expense, expert witnesses' fees, attorney's fees, claims, losses or damages that the City may incur arising from the following:

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

1. A violation by Contractor of any applicable federal, state or local law, rule or regulation including, without limitation, performance conditions in this Agreement;
2. Any penalty or fine incurred by or assessed against CITY to the extent caused by any act of the Contractor;
3. Any injury, illness, disease, death or other harms suffered or incurred by any employee of Contractor, resulting from the failure of Contractor to comply with applicable health and safety procedures, regardless of whether or not the entity involved has adopted OSHA or EPA safety and health protocols and procedures;
4. Any patent or copyright infringement by Contractor;
5. Any lien or other claim by contractor inconsistent with this Agreement;
6. Any obligation of CITY resulting from Contractor's errors, omissions or breach of obligation.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages, expenses, impacts or losses for extended corporate overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

C. Environmental Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance with all applicable environmental, health,

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work.

Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

Nothing contained in this Agreement shall affect Contractor's status as an independent contractor. Contractor shall ensure that the provisions of this Agreement are made binding on all persons or entities who perform on

Contractor's behalf. A violation of this provision shall be considered to be a material and substantial breach of this Agreement.

D. Termination

This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature page herein; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CITY. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with such thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed. In the event of a material breach, default, or negligence on the part of the CONTRACTOR, or any other articulable cause, the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR which shall take effect immediately or at a time directed by the CITY. At the CITY's discretion, a cure period may or may not be afforded CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

E. Warranty

The Contractor warrants that the Work including, but not limited to the equipment, materials and employees provided shall conform to professional standards of care and practice in effect at the time the Work is performed, shall be of the highest quality and be free from all faults, defects or errors. Whenever required by the specifications of the Request for Proposal, the Contractor warrants that all equipment and materials provided shall be new. If the Contractor is notified in writing of a fault, deficiency or error in the equipment, materials, Work or criminal records of employees provided within ten (10) days from the discovery of any fault, deficiency or error of the Work, the Contractor shall, at the City's option, either: 1) re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or 2) refund to the City, any amounts paid by the City that are attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

ALL EQUIPMENT AND MATERIALS PROVIDED AND USED BY THE CONTRACTOR SHALL BE MERCHANTABLE AND BE FIT FOR THE PURPOSE INTENDED.

THE CONTRACTOR SHALL BE LIABLE FOR SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE RESULTING FROM ANY WORK PERFORMED UNDER THIS AGREEMENT.

F. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or City, respectively, shall not be liable for any loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to but not limited to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, natural or man-made disasters, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, that prevent or hinder the performance of the Contractor's or City's contractual obligations. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or City's performance by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City may at its discretion, cancel this Agreement at its sole discretion for the convenience of the City and the Contractor shall only be

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

entitled to compensation for all work satisfactorily performed and the limitation of damages provision contained in Section VI - LIMITATION OF LIABILITY shall apply.

G. Liquidated Damages

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages, expenses, impacts or losses for extended corporate overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

H. Insurance Requirements:

The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

a. Commercial General Liability:

The contractor shall provide minimum limits of \$1,000,000.00 each occurrence, \$1,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, independent contractors, products, completed operations, broad form property damage, personal and advertising injury, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Cocoa Beach and shall name the City of Cocoa Beach as an additional insured. The policy of insurance shall be written on an "occurrence" basis and form.

b. Automobile Liability Insurance:

Contractor shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:

- Owned Automobiles
- Hired Automobiles
- Non-Owned Automobiles

c. Workers' Compensation Coverage:

Full and complete Workers' Compensation Coverage, including coverage for Employer's Liability, as required by State of Florida law, shall be provided.

d. Insurance Certificates:

The City of Cocoa Beach is to be specifically included on all certificates of insurance (with exception to Workers Compensation) as an additional insured. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty - (30) days prior to said expiration date. The certificate shall provide a thirty - (30) day notification clause in the event of cancellation or modification to the policy.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

The Contractor shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the contractor to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Contractor shall obtain insurance on an “occurrence” basis if such insurance is available at commercially reasonable premium costs. Any insurance on a “claim made” basis shall be maintained for at least three (3) years after acceptance of the Work.

I. Acceptance

The City will be deemed to have accepted the Work after the Chief Financial Officer is notified by the appropriate City department(s) of its satisfaction that the work for their respective department(s) is completed.

J. Correction of Work

The Contractor shall promptly correct all Work rejected by the City for failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

K. Right to Audit Records

The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. The Contractor shall maintain such books and records for a period of three (3) years from the date of final payment under this Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

L. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. By executing this Agreement, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress that will ensure full completion thereof within the time specified.

M. Information

All information, including but not limited to data, documents, plans, and specifications furnished to or developed for the City by the Contractor or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

N. Extra Work

The City, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addenda to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, written notice shall first given to the City within ten (10) calendar days after the occurrence of the event giving rise to such a claim. The Contractor shall give this written notice to the City, together with written approval secured from the Purchasing Agent before proceeding to execute the Work.

No claim for extra work will be considered valid by the City unless first approved by the City in writing with Contractor's claim submitted in writing.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

O. Familiarity with the Work

The Contractor by executing this Agreement acknowledges full, total and complete understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for or be bound by any claimed misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as its stated unequivocal commitment to fulfill all the conditions referred to in this Agreement.

For other and additional good and valuable consideration the receipt of which is hereby acknowledged by the parties hereto, the Contractor covenants and agrees that in the event of any delay of construction and notwithstanding the reason for the delay or who caused the delay or whether it was caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages, expenses, impacts or losses for extended corporate overhead impacts, extended project overhead impacts, project support services, extended support services impacts, inadequate drainage system impacts, unsuitable subsurface conditions impacts, non-cooperation of Contractor's, subcontractors or any independent, non-affiliated contractors impacts for other contractors' conduct or failure to perform, or by whatever other label or legal concept or theory, or any business damages, or business losses, or financial impacts of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have no application or effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

P. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

Q. Independent Contractor, Non-Assignment and Subcontracts

In the performance of the Work, Contractor shall operate and have the status of an independent contractor and shall not act as or be an agent or employee of CITY.

Contractor shall not assign this Agreement. Contractor shall obtain the consent of CITY, in writing, of each subcontractor it intends to use before entering into a contract with any subcontractor.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Each subcontract must contain provisions, or be made expressly subject to this Agreement's provisions, for insurance, indemnification, environment and health and safety, ownership of documents, termination, inspection and on-waiver, at least as restrictive in form and content as those contained or referred to in this Agreement. Contractor shall advise each prospective subcontractor of these requirements and shall assure that each subcontractor complies with them.

Q. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of CITY to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as waiver of CITY's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

R. Notices

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Original :	(NAME)	Copy :	
	Contract Administrator		City Manager
	City of Cocoa Beach		City of Cocoa Beach
	P.O. Box 322430		P.O. Box 322430
	Cocoa Beach, FL 32932-2430		Cocoa Beach, FL 32932-2430

Phone	Phone	321-868-3200
Fax	Fax	321-868-3226

Notices sent to the Contractor shall be mailed to:

Original : CONTRACTOR
NAME & ADDRESS

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

S. No Liens

Contractor acknowledges that Contractor or any other person directly or indirectly acting for or through Contractor are legally unable to file a mechanic's or construction lien against the real property on which the work is performed or any part thereof or against any personal property or improvements thereon or make a claim against any monies due or to become due from the CITY to Contractor for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to inform all subcontractors of such inability and further agrees to satisfy, remove, or discharge any liens or claims that may be filed at its own expense by bond, payment, or otherwise within twenty (20) days of the filing thereof or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining such. If Contractor shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation hereby, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments.

VII. LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability or any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of one hundred (\$100.00) dollars. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR expresses its willingness to enter into this Agreement with the knowledge that the CONTRACTOR's recovery from the CITY for any action or claim arising from the Agreement is limited to a maximum amount of one hundred (\$100.00) dollars less the amount of all funds actually paid by the CITY to CONTRACTOR pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, CONTRACTOR agrees that the CITY shall not be liable to CONTRACTOR for damages in an amount in excess of one hundred (\$100.00) dollars, which amount shall be reduced by the amount actually paid by the CITY to CONTRACTOR pursuant to this Agreement, for any action, cause, reason or claim arising out of this Agreement. Nothing contained in this paragraph or

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

VIII. MISCELLANEOUS PROVISIONS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless written and signed by the City Manager.

The Contractor shall procure all permits, licenses, and certificates, or federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement, including any approvals of plans or specifications as may be required.

This Agreement is considered a non-exclusive Agreement between the parties.

This Agreement shall be governed by and construed according to the laws of the State of Florida, and the rights of the parties hereto shall be construed and be subject to the laws of the State of Florida. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this agreement shall be in Brevard County, Florida.

The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute it on behalf of the Contractor as the act of the said Contractor.

This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

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

CITY OF COCOA BEACH

Attest:

By:

Loredana Kalaghchy, CMC,
City Clerk
City of Cocoa Beach

Date:

Witness :

By:

Date:

Signature:

By:

City Manager
City of Cocoa Beach

Date:

Contractor Signature:

By:

Date:

The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract has requisite power and authority to bind the parties.

NOTE:

The above uses some of City's standard terms and conditions. The final contract may contain some language differences.

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

CITY OF COCOA BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this ____ day of _____, 2021, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____ hereinafter referred to as “Contractor”, concerning that certain agreement entitled _____, dated the ____ day of _____, 2021 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

1. **Amendment.** This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. **Public Records Compliance.** Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency'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 public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **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 OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

CITY HALL - FIRST FLOOR
2 S. ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3286,

CITYCLERK@CITYOFCOCOABEACH.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization

CITY OF COCOA BEACH

REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County,

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL

CB 21 – 008 – DISASTER DEBRIS MONITORING SERVICES

Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

Print Name: _____

Title: _____

Company: _____

City of Cocoa Beach:

Print Name: _____