

**RESOLUTION No. 17-90**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CODE OF ORDINANCES, APPROVING THE PROCUREMENT OF DISASTER DEBRIS MONITORING SERVICES FROM TETRA TECH, INC. IN AN AMOUNT NOT TO EXCEED \$1,250,000.00, VIA THE BROWARD COUNTY CONTRACT NO. T2111235B1; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH TETRA TECH, INC., SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY, AND EXPEND FUNDS IN CASE OF AN EMERGENCY ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on January 15, 2014, the City Council adopted Resolution No. 14-12 approving the adoption of Broward County's publicly advertised disaster debris monitoring services contract with Leidos, Inc. to provide disaster debris monitoring services for the City of Doral for a duration of three years with the option to renew for an additional two one (1) year periods; and

**WHEREAS**, in August 23, 2014, Tetra Tech, Inc. (Tetra Tech) acquired the assets of BDR Division of Leidos, and officially changed the firm's name to Tetra Tech, Inc.; and

**WHEREAS**, the first three years of the City's disaster debris monitoring services contract with Leidos, Inc. expired on January 31, 2017, and although the City had two one-year renewal option, it was recommended to adopt the new contract with Broward County as it included new FEMA requirements and lower rates; and

**WHEREAS**, on September 27, 2016 Broward County awarded the competitively bid disaster debris monitoring services Contract No. T2111235B1 to Tetra Tech; and

**WHEREAS**, Section 2-322 of the City Code of Ordinances authorizes the City to enter into bids or contracts entered into by other governmental authorities provided that the

governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedure outlined in the City's Procurement Ordinance; and

**WHEREAS**, pursuant to Section 2-322 of the City Code, staff has recommended that the City enter into an agreement with Tetra Tech, Inc., via Broward County Contract No. T2111235B1, attached hereto as Exhibit "A", which has been entered into competitively to provide disaster debris monitoring services in a not to exceed amount of \$1,250,000 and duration of two (2) years, with the option to renew for an additional three one (1) year periods.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** Pursuant to Section 2-322 of the City Code, the procurement of disaster debris monitoring services for the City, via Broward County Contract No. T2111235B1, attached hereto as Exhibit "A", which is incorporated herein and made part hereof by this reference, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, in an amount not to exceed \$1,250,000 is hereby approved.

**Section 3. Authorization.** The City Manager is hereby authorized to negotiate and enter into an agreement with Tetra Tech, Inc., subject to approval by the City Attorney as to form and legal sufficiency, for the procurement specified herein. The City Manager is also authorized to spend funds in furtherance hereof.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 10 day of May, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

## **Solicitation T2111235B1**

### **Disaster Debris Monitoring Services**

#### **Bid Designation: Public**



**Broward County Board of County Commissioners**

## Bid T2111235B1 Disaster Debris Monitoring Services

Bid Number **T2111235B1**  
Bid Title **Disaster Debris Monitoring Services**

Bid Start Date **Jun 21, 2016 5:01:26 PM EDT**  
Bid End Date **Jul 15, 2016 2:00:00 PM EDT**  
Question &  
Answer End Date **Jun 28, 2016 5:00:00 PM EDT**

Bid Contact **Amanda Simmens**  
**Construction Project Manager - Purchasing Division**  
**954-357-6549**  
**asimmens@broward.org**

Bid Contact **Cara M Leisy**  
**954-357-8604**  
**cleisy@broward.org**

Contract Duration **See Specifications**  
Contract Renewal **See Specifications**  
Prices Good for **120 days**

Bid Comments Scope of Work: Broward County (COUNTY) is seeking a qualified, experienced firm Disaster Debris Monitoring Services to the COUNTY prior to, and following, a disaster debris event. Services include planning, field oversight, field documentation and technical assistance.

Goal Participation: This solicitation is open to the general marketplace.

Submittals: Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance. Refer to the **Special Instructions for Vendors** for additional information such as the basis for award. Refer to the **General Conditions** Item No. 10 regarding any pricing of \$0.00.

Living Wage: This is a Living Wage contract; refer to the **Living Wage Ordinance Requirements and Compliance Affidavit Form** for information.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync. Do not contact the Solid Waste and Recycling (SWRS) regarding this solicitation as the Cone of Silence is in effect.

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**Added on Jul 11, 2016:**

**Addendum No. 1 dated July 11, 2016:**

**The bid due date is hereby extended until July 15, 2016. If not submitting an offer, please submit a No Bid Offer and provide a response as to the circumstances for not bidding.**

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### Addendum # 1

Previous End Date **Jul 11, 2016 2:00:00 PM EDT**

New End Date **Jul 15, 2016 2:00:00 PM EDT**

**Item Response Form**

Item **T2111235B1--01-01 - Project Manager**  
 Quantity **1200 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 1200

**Description**

Project Manager hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-02 - Field Operations Manager**  
 Quantity **2400 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 2400

**Description**

Field Operations Manager hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-03 - Supervising Monitor**  
 Quantity **2400 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 2400

**Description**

Supervising Monitor hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-04 - Debris Management Advisor**  
 Quantity **2400 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 2400

**Description**

Debris Management Advisor hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

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Item **T2111235B1--01-05 - Roving Monitor**  
Quantity **1200 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
  
Qty 1200

**Description**

Roving Monitor hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

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Item **T2111235B1--01-06 - Loading Site Monitor**  
Quantity **10000 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
  
Qty 10000

**Description**

Loading Site Monitor hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

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Item **T2111235B1--01-07 - TDMS Site Monitor**  
Quantity **35000 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
  
Qty 35000

**Description**

TDMS Site Monitor hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

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Item **T2111235B1--01-08 - Data Manager**  
Quantity **2400 hour**  
Unit Price   
Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
  
Qty 2400

**Description**

Data Manager hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.



Item **T2111235B1--01-09 - Ticket Data Entry Clerk**  
 Quantity **10000 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 10000

**Description**

Ticket Data Entry Clerk hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-10 - GIS Analyst**  
 Quantity **480 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 480

**Description**

GIS Analyst hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-11 - Environmental Specialist**  
 Quantity **1200 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 1200

**Description**

Environmental Specialist hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-12 - Administrative Assistant**  
 Quantity **4800 hour**  
 Unit Price   
 Delivery Location **Broward County Board of County Commissioners**  
No Location Specified  
 Qty 4800

**Description**

Administrative Assistant hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

Item **T2111235B1--01-13 - Billing/Invoice Analyst**  
 Quantity **2400 hour**

Unit Price

Delivery Location

**Broward County Board of County Commissioners**

No Location Specified

**Qty 2400**

**Description**

Billing/Invoice Analyst hourly rate which includes mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.

**SPECIAL INSTRUCTIONS TO VENDORS**  
(in addition to **General Conditions**)

**DISASTER DEBRIS MONITORING SERVICES**

**A. Scope of Work**

1. Vendors are invited to respond to this Invitation for Bid for an open-end contract to provide Disaster Debris Monitoring Services for Solid Waste and Recycling Services (SWRS) and various other Broward County agencies that may have need of these services.
2. Vendor must bid all line items order to be considered responsive; the basis of award will be by Total Price (the sum of all line items).
3. Submission of a response will be construed that the Vendor is acquainted sufficiently with the work to be performed.
4. The initial contract period shall start on the date of award, or upon expiration of the current contract, whichever is later, and shall terminate on March 30, 2018. The Director of Purchasing may renew this Contract for as many as three additional one-year periods subject to Vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the COUNTY. Notification of Intent to Renew will be sent in advance of expiration date of this Contract. The Vendor will complete delivery and the COUNTY will receive delivery on any orders mailed to the Vendor prior to the date of expiration.
5. All prices, terms and conditions shall remain fixed for all terms of the Contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.
6. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities are per incident/disaster event and will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. The term "CONTRACTOR" means any person having a contract with the Board of County Commissioners, as defined in the Broward County Procurement Code.
8. The terms "Vendor" and "Bidder" means an actual or potential supplier of an item, service, or construction. In these **Special Instructions to Vendors**, any requirements of the "Vendor" after award of a contract shall be equal to or used interchangeably with the term "CONTRACTOR".

**B. Specifications**

**Specifications and Requirements** are included hereto and made a part hereof. Whenever these specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

**C. Office of Economic and Small Business Requirements**

Not applicable to this solicitation.

**D. Vendor Responsibilities**

The Vendor shall be responsible for the provision, installation (if applicable, per **Specifications and Requirements**) and performance of all equipment, materials, services, etc. offered in its submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of its own manufacture.

**E. Additional Qualifications of Vendor**

If not provided with submittal, Vendor must provide a complete response to the following items within three business days of County's request.

1. Vendor shall have contracted with at least three Federal, state or other governmental agencies for debris monitoring service contracts which include disaster debris collection operations, damage assessment, right-of-way debris removal, hazardous tree, stump, hanger and leaner removal, and monitoring of debris management site(s). References are not limited to the past three years.

The referenced contact persons shall have personal knowledge of the contracts and performance of Vendor. For all references, provide the location of the project, project amount, date of completion, contact person's name and title, company, telephone number and email address. If any of the references are inaccessible or irrelevant, additional references must be provided by the Vendor within one business day of COUNTY's request.

2. Vendor's current capacity and expertise in the management of debris, solid waste and hazardous waste removal.
3. Vendor's experience with Federal Emergency Management Agency (FEMA) reimbursement processes including project worksheet preparation and/or appeals.
4. Vendor's organizational chart with résumés, course certifications and relevant experience of its key personnel that are likely to be assigned key roles in managing the Contract, including the Project Manager, Field Operations Manager and Data Manager.
5. Vendor's available resources such as equipment, accounting controls, locations, etc.
6. Vendor shall not be under contract with the COUNTY for Temporary Debris Management Site (TDMS) Services or Disaster Debris Clearing and Removal Services, where the Vendor would be operating a COUNTY TDMS or clearing and removing COUNTY-related disaster debris, and also monitoring the said debris as this would be a conflict of interest.

**F. Public Bid Disclosure Act**

1. In compliance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each permit and/or fee including, but not limited to, certificate(s) of occupancy (CO), permits, impact fees or inspection fees which the Vendor will have to pay the County by virtue of

this work/project (before or during construction) is set forth below and includes the dollar amount or the percentage method or unit method to be paid of all permits, licenses and/or fees which includes but is not limited to all licensing fees, permit fees, impact fees, inspection fees and certificates of occupancy (CO).

The Using Agency will be responsible for paying for any and all of the above permits and fees imposed on the Work by agencies of the Broward County Commission (excluding permit "runner's fees"). This does not alleviate the Vendor from obtaining the permits.

2. Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above list.

**G. Permits and Fees** (for Agencies other than Broward County Commissioners)

The Vendor shall procure and pay for all permits, licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, licenses, fees, etc., shall be included in prices bid except where noted in the **Specifications and Requirements**.

**H. Davis-Bacon Act and Copeland "Anti-Kickback" Act**

Not applicable to this solicitation.

**I. Liquidated Damages (in accordance with 2 CFR §200.326 Appendix II to Part 200 (A))**

1. The work to be performed under this Contract shall be commenced as detailed in the **Specifications and Requirements**. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the COUNTY hereby incorporated the following liquidated damages.
2. This amounts are not a penalty but liquidated damages to the COUNTY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the COUNTY as a consequence of such delay. Vendor acknowledges and agrees that damages to COUNTY from untimely completion are extremely difficult to determine, and accordingly, the Vendor agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.
  - a. Failure of the Vendor to meet the 48 hour mobilization requirements as detailed in the **Specifications and Requirements**. Fee: \$1,000 per calendar day.
3. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).
4. The COUNTY is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the COUNTY may, at its own option, deem just and reasonable.

## General Conditions

These are standard instructions for Invitations to Bid and Quotation Requests issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

### 1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
  - (b) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
  - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
  - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.
  3. **Submission of Bids and Quotations:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
  4. **Bid Opening (Invitation for Bids only):** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and



time.

5. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.
6. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
  - (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
  - (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
  - (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
  - (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
  - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
  - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
  - (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
8. **Contract Period (Open-End Contract):** The initial contract period shall start and

terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. ***In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.***

9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards: If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced. A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
  - (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
  - (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the



specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.
13. **Conditions and Packaging:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.
14. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
15. **Non-Conformance to Contract Conditions:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
16. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
17. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept

any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
19. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and, defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this contract may be retained by County until all of County's claims for indemnification pursuant to this contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

20. **Notice:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:** The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the

enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:** The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
23. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
24. **Qualifications of Vendor:** The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
25. **Equal Employment Opportunity:** No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the

provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

26. **Modifications:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
27. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
  - (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
  - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
  - (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
  - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
  - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

28. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this



solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

29. **Purchase by Other Governmental Agencies:** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.
30. **Public Records:** The County is a public agency subject to Chapter 119, Florida Statutes Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
  - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
  - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
31. **Audit Right and Retention Records:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

32. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be

obtained from the Purchasing Division's website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

33. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.
34. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

35. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.
- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

36. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

37. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-

6200.

38. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
39. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
40. **Code Requirements:** The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
41. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
42. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
43. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.
44. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at :  
[broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf](http://broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf).  
An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.
45. **Warranties and Guarantees:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.
46. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

**FEDERAL CONTRACT PROVISIONS**  
(In addition to the **General Conditions**)

**A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))**

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
5. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.*



**B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))**

(Not applicable to this Contract; applicable only for prime construction contracts in excess of \$2,000.) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

**C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))**

(Not applicable to this Contract; applicable only for prime construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

1. *CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
2. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.*
3. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

**D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)**

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))**

(Not applicable to this Contract.) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))**

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))**

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)**

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)**

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at [www.SBA.gov](http://www.SBA.gov) and [www.MBDA.gov](http://www.MBDA.gov).

**J. ENERGY EFFICIENCY AND CONSERVATION**

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

**K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))**

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

### CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of County's request. Vendor hereby certifies the following:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Authorized Official on behalf of Vendor

\_\_\_\_\_  
Name and Title of Authorized Official on behalf of Vendor

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_, 20\_\_\_\_\_  
Date of Execution

## **SPECIFICATIONS AND REQUIREMENTS**

### **DISASTER DEBRIS MONITORING SERVICES**

#### **A. CONTRACT SUMMARY**

- 1.1. Broward County (COUNTY) is seeking a qualified, experienced firm Disaster Debris Monitoring Services to the COUNTY prior to, and following, a disaster debris event. Services include planning, field oversight, field documentation and technical assistance.
- 1.2. CONTRACTOR shall work with COUNTY and its contractors to ensure an immediate, rapid and efficient response associated with clearing, removal, processing, hauling and disposal of disaster debris.
- 1.3. CONTRACTOR shall implement a documentation system to control, track, and document all work in full compliance with federal and state cost reimbursement requirements to allow COUNTY to be reimbursed for all eligible disaster recovery costs.
- 1.4. Contractor shall use efficient methods and effective cost controls.

#### **B. DEFINITIONS AND ABBREVIATIONS**

Refer to the Broward County Procurement Code for additional definitions.

- 1.1. City: An incorporated geographical area within COUNTY.
- 1.2. Debris Handling Contractor (DHC): Collective term for the debris clearing and removal services contractors and temporary debris management site services contractors; including their employees, partners, principals, subcontractors, agents and assignees; who are under separate contracts with COUNTY.
- 1.3. Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.
- 1.4. Eligible Debris: Debris qualifying for emergency funding under the standards promulgated by FEMA.
- 1.5. Emergency Operations Center (EOC): An emergency operations center, or EOC, is COUNTY's central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency.
- 1.6. FEMA: Federal Emergency Management Agency.
- 1.7. FHWA: Federal Highway Administration.
- 1.8. Notice to Proceed (NTP): A written notice to CONTRACTOR from the Contract Administrator establishing the date on which operations outlined will commence, the scope of work, and a not-to-exceed amount. If CONTRACTOR continues working after reaching the not-to-exceed amount, it will proceed at its own risk. A Purchase Order can serve as a Notice to Proceed as long as it contains language informing the CONTRACTOR that it proceeds at its own risk if it continues working after reaching the not-to-exceed amount.
- 1.9. Municipal Services District: The unincorporated area of Broward County.
- 1.10. NRCS: National Resources Conservation Service.

- 1.11. Program Manager: COUNTY representative of the individual COUNTY Using Agency that signs/initiates the Notice to Proceed for individual projects.
- 1.12. Purchase Order: A release and encumbrance document to authorize an agency to order any predetermined amount from an open-end contract on an as-needed basis.
- 1.13. Temporary Debris Management Site (TDMS): A Florida Department of Environmental Protection and COUNTY authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process.

### **C. PERSONNEL AND HOURLY RATES**

- 1.1. All hourly rates include mobilization, demobilization, taxes, equipment, transportation, fuel, mileage, per diem, rentals, lodging, meals, sanitation, pre-disaster training/workshops, handling charges, reproduction, overhead, profit and any other expense necessary for the performance of the task.
- 1.2. Prior to the start of the work, ALL personnel to be utilized for services under this Contract shall have completed training relevant to the duties they will be performing.
- 1.3. CONTRACTOR shall provide the following positions to carry out all requirements of the work.
- 1.4. Project Manager: The primary functions of the Project Manager shall be to manage and supervise all debris monitoring services provided by the CONTRACTOR and to serve as the point-of-contact between CONTRACTOR and COUNTY.
- 1.5. Supervising Monitor: The primary functions of the Supervising Monitor shall be to coordinate actions of field and TDMS monitors, verify debris eligibility, ensure verification and photographic documentation of hazardous trees (leaners and hangers), coordinate daily operations with DHC, review damage report / resolve complaints, and compile necessary reports.
- 1.6. Debris Management Advisor: The Debris Management Advisor is an experienced professional, who may assist COUNTY in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience, including the management of debris removal operations, the oversight of temporary debris management site, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- 1.7. Field Operations Manager: The primary functions of the Field Operations Manager shall be to oversee the field operations and the performance of Supervising Monitors, compilation of operational reports, recommend approaches that maximize efficiency and ensure that safety measures are followed.
- 1.8. Roving Monitor: The function of the Roving Monitor is to verify that only eligible debris is being removed from eligible property within assigned debris pick-up locations in COUNTY. The Roving Monitor shall also photographically document hazardous trees (leaners and hangers).
- 1.9. Loading Site Monitor: The primary functions of the Loading Site Monitor are to complete and issue standardized tickets and logs for eligible debris cleared and removed at locations designated by the COUNTY and to verify that only eligible debris is being removed from the designated eligible sites within assigned debris pick-up zones in COUNTY. The Loading Site Monitor shall also photographically document hazardous trees (leaners and hangers).
- 1.10. TDMS Site Monitor: The primary function of the TDMS Site Monitor is to complete standardized tickets and estimate volumes that have been transported to the debris management site for storage and processing. TDMS Site Monitors shall also verify that all trucks that have dropped off debris have



completely emptied all debris from the truck upon leaving. TDMS Site Monitors shall also issue standardized tickets for processed debris leaving the TDMS for final disposal.

- 1.11. GIS Analyst: Geographic Information System (GIS) personnel responsible for preparing maps indicating progress of the debris clearing and hauling operations.
- 1.12. Environmental Specialist: The primary function of the Environmental Specialist is to assist in securing debris site permits, perform debris management site baseline analysis and documentation, and monitor project and sites for environmental compliance.
- 1.13. Data Manager: The primary function of the Data Manager is to oversee the processing of standardized tickets/logs information, including quality assurance and quality control (QA/QC) aspects that ensure documentation is maintained in accordance with all Federal, State and local requirements.
- 1.14. Ticket Data Entry Clerk: The primary function of the Load Ticket Data Entry Clerk is to enter standardized tickets/logs information into database management systems and to respond to specific directions from Data Manager.
- 1.15. Billing/Invoice Analyst: The primary function of the Billing/Invoice Analyst is to inspect and audit contractor's invoices, reconcile invoices with standardized tickets/logs summary, verify accuracy of invoices, coordinate with DHCs to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.
- 1.16. Administrative Assistant: The primary function of the Administrative Assistant is to manage and organize all project documentation, scan all project cost documents, track monitoring costs and compile time sheets, and support Project Manager.

#### **D. REQUIREMENTS OF PERSONNEL**

- 1.1. Personnel whose duties may require driving a vehicle are required to possess current and valid United States driver's licenses at the time the services are provided to COUNTY.
- 1.2. Personnel that will be performing or supervising work in the TDMS tower shall be physically able to climb and descend the tower's access ladders/staircases which are typically at least ten feet in height.
- 1.3. Some of the assigned duties are assigned to multiple hourly positions; the duties listed are not intended to be all encompassing.
- 1.4. Data Manager shall have experience working with a relational database management system relevant to the services provided under the Contract. The Data Manager will work under the supervision of the Project Manager.
- 1.5. Regarding all TDMS Site Monitors, Loading Site Monitors, and Roving Monitors (monitors), prior to their first shifts under this Contract, these monitors shall be adequately trained by CONTRACTOR on the most current Federal, state, and local requirements and the procedures established for this Contract in order to comply with all cost reimbursement requirements.
- 1.6. The Field Operations Manager shall have experience in disaster debris management relevant to the services provided under the Contract. The Field Operations Manager will work under the supervision of the Project Manager.
- 1.7. The Project Manager shall have experience in disaster debris management relevant to the services provided under the Contract.

## **E. SAFETY AND HEALTH STANDARDS**

- 1.1. Whenever present at a loading site or a debris management site, all personnel of CONTRACTOR must wear required safety equipment as necessary, to comply with all OSHA, Federal, State and local requirements. The following are mandatory: hardhat; reflective vest; safety shoes; long pants; appropriate cold or rainy weather clothing; and eye and hearing protection. The equipment shall be provided by CONTRACTOR at no additional cost to COUNTY.
- 1.2. CONTRACTOR shall maintain a telephone contact list at each loading site and temporary debris management site of the employees' supervisor, Project Manager, COUNTY's Debris Management Center and nearest fire, police and emergency medical facilities.
- 1.3. CONTRACTOR personnel shall adhere to all appropriate safety requirements.

## **F. OTHER CONSIDERATIONS**

- 1.1. CONTRACTOR shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of CONTRACTOR's personnel and equipment is the responsibility of CONTRACTOR. Additionally, CONTRACTOR shall pay for all materials, personnel, taxes and fees necessary to perform work under the terms of the contract.
- 1.2. CONTRACTOR must perform all work in accordance with Federal, State and local statutory and regulatory requirements.

## **G. OPERATIONAL AND MOBILIZATION REQUIREMENTS**

- 1.1. General Operations Procedures: COUNTY has contracts to remove disaster debris from the public access roadways, rights-of-way and public property within the County and transport them to designated temporary debris management site(s) or other COUNTY-approved final disposal locations. Each load of eligible debris shall be tracked using a multi-page standardized ticket/log. COUNTY shall provide the standardized tickets and logs to be used. The standardized tickets/logs shall be inventoried and logged by the CONTRACTOR.
- 1.2. When a NTP is issued in advance of an event, CONTRACTOR shall make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours of issuance of the purchase order or NTP, and 100% of the required resources within 96 hours of issuance of the purchase order or NTP to commence and conduct these contracted services.
- 1.3. The following are the COUNTY's expectations of the CONTRACTOR within 48 hours from the issuance of a NTP:
  - a. CONTRACTOR shall be prepared to provide qualified, on-site personnel to monitor debris management operations at designated temporary debris management sites throughout the County. The number of work sites may increase as debris removal efforts increase.
  - b. For each designated TDMS site, CONTRACTOR must be prepared to provide resources to staff each tower with a TDMS Site Monitor at all times when trucks are entering and leaving the TDMS locations. TDMS locations may operate up to 24 hours per day and seven days per week.
  - c. CONTRACTOR must be prepared to provide resources to staff field operations with Roving Debris Monitors and Loading Site Monitors as necessary and needed to monitor and verify eligible debris clearing/removal functions. Field operations are anticipated to be active up to 14 hours per day, seven days per week.
- 1.4. CONTRACTOR shall provide all management, supervision, labor, logistical support, transportation,



mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras and other equipment necessary to initiate and to safely and accurately perform all of COUNTY's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.

- 1.5. As a minimum, CONTRACTOR shall maintain and update:
  - a. A log of damages reported, damage corrections and releases for work by either the property owner or COUNTY.
  - b. A log of the tickets inventoried, issued, and/or voided.
  - c. Tower logs of ticket information.
  - d. Map books issued by COUNTY, marking work completed with date and daily log of activities.
  - e. A log of ineligible debris piles.
- 1.6. CONTRACTOR shall be responsible for determining what permits shall be necessary to perform work under the contract. As applicable, TDMS contractors will be responsible for payment for operational permits. Copies of all permits shall be submitted to the Contract Administrator before commencing work.
- 1.7. During the performance of this contract, CONTRACTOR shall be responsible for correcting any notices of violations issued because of actions or operations of CONTRACTOR, or its subcontractors. Corrections for any such violations shall be at no additional cost to COUNTY.
- 1.8. CONTRACTOR shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of CONTRACTOR. Such costs might include but are not limited to: site cleanup and remediation; fines; administrative and civil penalties; and third party claims imposed upon COUNTY by any regulatory agency, or third party as a result of noncompliance with Federal, State or local environmental laws and regulations, or nuisance statutes by CONTRACTOR, its subcontractors, or any other persons, corporations, or legal entities retained by CONTRACTOR under this contract.

## **H. DELIVERABLES**

- 1.1. At a minimum, the following deliverables must be provided to COUNTY at the completion of the event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, COUNTY may formally amend the contract to add and/or delete deliverables to meet the needs of COUNTY. The minimum deliverables to be provided include:
  - a. A log of damages reported, damage corrections and releases for work by either the property owner or COUNTY.
  - b. Original standardized tickets and logs, boxed, bound by date and sorted by ticket number;
  - c. Electronic ticket logs including information from ticket;
  - d. Daily tower logs;
  - e. Daily logs with list of all personnel with signatures and initials;
  - f. Binder(s) with damage reports, completed repairs, and releases (if applicable);
  - g. Binders with issues and final resolution;
  - h. Map books boxed by pass with daily logs;
  - i. List of tickets issued by monitors, and list of lost/voided tickets;
  - j. Each ineligible debris pile will be tagged, in a format approved by COUNTY, and a list compiled and submitted to COUNTY.
  - k. Daily Operational Reports shall be prepared by CONTRACTOR and submitted to COUNTY throughout the duration of the recovery operations. The reports shall document the DHC's activities

and progress from the previous day and shall be submitted by 10:30 a.m. to the Contract Administrator or designee. Each daily report shall contain the following minimum information:

- 1) Correct and accurately completed standardized tickets/logs consistent with all reporting documents;
- 2) The times of operation of all debris loading trucks;
- 3) Reports, maps and graphs to delineate production rates of DHC crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- 1.2. The Final Report will be prepared by CONTRACTOR and submitted to the Contract Administrator within 30 calendar days of completion of the recovery operations. Recovery Operations include closure and remediation of TDMS and conclusions of all related operations. At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.
- 1.3. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hardcopy on paper.

#### **I. PAYMENT**

- 1.4. Billable time shall include hours when debris-hauling trucks are in operation, as well as reasonable start-up and close of day actions. Billable time shall be supported with daily timesheets or other documentation processes as approved, in writing, by the Contract Administrator.
- 1.5. All standardized tickets/logs, forms, reports and other deliverables shall be accurately and correctly submitted. The CONTRACTOR shall not bill and shall not be paid for time spent by any personnel to correct a standardized ticket/log, form, report, or other deliverable.
- 1.6. No overtime rates will be paid by COUNTY; unit rates include applicable overtime.
- 1.7. Invoices will be processed for payment only after approval by the Contract Administrator, or designee.
- 1.8. CONTRACTOR shall be responsible for reviewing the deliverables and invoices of the DHC and TDMS contractors, and for certifying consistency with the CONTRACTOR's deliverables and invoices and for resolving any discrepancies that may exist.
- 1.9. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the user agency's Program Manager.

#### **J. PRE-EVENT SERVICES**

- 1.1. All pre-event services must be directed by COUNTY by Notice to Proceed or purchase order.
- 1.2. Pre-event services may include, but are not limited to, the following:
  - a. Assist in the preparation for a disaster through participation in meetings, workshops, training sessions the updating/refinement of Debris Management Plans including data management, and COUNTY's internal debris website updates.
  - b. Assist with updating COUNTY's Debris Management Plan and standard operating procedures.
  - c. Assist in the recalibration/update of COUNTY's debris estimation models or aids.
  - d. Provide updates regarding FEMA/FHWA guidance and policies.
  - e. Review COUNTY's specifications (not solicitations or quotations) for debris clearing/removal and

temporary debris management site services.

- f. Review submittals and plans from the DHCs to ensure coordination, efficient operation, and compliance with regulatory requirements.

1.3. Samples are attached at the end of this document.

## **K. POST-EVENT SERVICES**

1.1. All post-event services must be directed by COUNTY by Notice to Proceed or purchase order.

1.2. Post-event services may include, but are not limited to, the following:

- a. Assist COUNTY in managing the overall debris clearing, removal, processing, and disposal efforts in compliance with Federal and State cost reimbursement requirements.
- b. Assist with damage assessments or debris estimations.
- c. Provide technical advice to COUNTY and support Debris Management Center (DMC) operations.
- d. Environmental assessment of temporary debris management sites.
- e. Truck Certification.
- f. Debris Removal Monitoring.
- g. TDMS Monitoring accommodating multiple users (cities, multiple COUNTY agencies, other).
- h. Quality Assurance and Quality Control of all documentation pertaining to debris management monitoring.
- i. Assist COUNTY in responding to public inquiries.
- j. Be available to address questions from FEMA and FHWA both during and after services have been performed.
- k. Review and approve invoices from DHCs and TDMS contractors prior to submission to COUNTY for processing.
- l. Assist COUNTY with submittals, audits, appeals and associated processes with FEMA, FHWA, and other agencies, as needed, until final file closeout regarding each individual disaster event.

## **L. DEBRIS MONITORING OPERATIONS**

1.1. CONTRACTOR's Project Manager shall coordinate with COUNTY to schedule and monitor DHC's operations. The duties of the Project Manager shall include, but are not limited to, the following:

- a. Ensuring a sufficient number of trained debris monitors are available to monitor the clearing and cut and toss operations.
- b. Ensuring a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.
- c. Providing TDMS site monitors to observe and record all debris loads entering the TDMS.
- d. Providing TDMS site monitors to observe and record all debris loads exiting the TDMS for final disposal.
- e. Providing data entry and document processing personnel, if applicable.
- f. Conducting safety meetings with field staff, as necessary, and ensure that personnel of the CONTRACTOR adhere to all appropriate site safety requirements.
- g. Responding to and documenting issues regarding complaints, damages, accidents or incidents involving the DHCs or their personnel and ensure that they are fully documented and reported.
- h. Conducting training sessions for all monitors prior to their first shift on the current project regarding

procedures and FEMA reimbursement requirements.

- i. Coordinating daily briefings with COUNTY and the DHCs and daily status reports of work process and staffing.
- j. Ensuring the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal is attained.
- k. Reviewing and reconcile DHC's invoices submitted to COUNTY.
- l. Preparing of operational reports and final report, as directed by COUNTY.

1.2. CONTRACTOR shall provide trained staff in sufficient numbers to adequately monitor all operations supervised by Field Operations Managers. Duties of monitors shall include, but are not limited to, the following:

- a. Truck certification and documentation of all vehicles used in the debris removal activities.
- b. Quality assurance / quality control (QA/QC) of truck certification measurements throughout life of project.
- c. Providing monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways – clearing, cut and toss and first pass operations.
- d. Providing monitoring services and documentation of all eligible debris removal activities on public right-of-way or on public property, as directed by COUNTY.
- e. Ensuring that the DHCs do not collect ineligible debris, unless directed in writing by COUNTY.
- f. Ensuring that DHCs are managing debris in accordance with local, State and Federal regulations.
- g. TDMS Site Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
- h. TDMS Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site, unless existing the site for a final disposal facility.
- i. Monitors will ensure that accurate, legible, and complete documentation is provided through standardized tickets/logs, truck certifications, and/or other logs and reports, as required.
- j. Maintaining photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
- k. Documenting and reporting activities to COUNTY that may require remediation, such as fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- l. Documenting and reporting to COUNTY damages, which occur on public or private property because of the debris removal operations.
- m. Documenting and reporting to COUNTY any violations of TDMS permit conditions.
- n. Responding to problems in the field to include residential and commercial property damage claims in the process of debris removal.
- o. Investigating and documenting damage or other claims.

1.3. CONTRACTOR shall ensure all necessary data and documentation is collected as follows and duties include:

- a. Ensuring all eligible debris removal operations activities are documented and tracked specific to the FHWA-Emergency Response (ER) Program, the FEMA Public Assistance (PA) Program or other applicable Federal, State or local agencies.
- b. Documentation of the number of DHC crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
- c. Completion of truck certifications, equipment certifications, and establishment of a QA/QC program

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throughout the life of the project.

- d. Standardized tickets/logs documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other Federal, State or local programs as outlined in and in accordance with the Debris Management Plan.
- e. Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal, which includes photos, GPS, coordinates, street or milepost identifier, and/or other information as available and applicable.
- f. Environmental authorizations and/or permits, as applicable.
- g. Daily electronic spreadsheet summaries of cubic yards/tons removed, hauled, and disposed by the Federal program. The daily summary shall be communicated to COUNTY Program Manager and Contract Administrator.
- h. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
- i. Assist COUNTY in creating field maps using GIS, as well as track and present the DHC's progress in GIS.
- j. Organize, maintain, and provide COUNTY electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to COUNTY upon the completion of the project.

## **SAMPLE NOTICE TO PROCEED – DEBRIS MANAGEMENT CENTER (DMC) POST EVENT SERVICES**

Task A Provide disaster debris monitoring support services for COUNTY's immediate disaster debris response, including:

- Provide rapid assessment services for COUNTY agencies related to COUNTY buildings, COUNTY parks, COUNTY roadways, COUNTY canal banks, and Municipal Services District areas, including initial cost estimations for Project Worksheets.
- Develop, assist and process Debris Management Notices to Proceed for various COUNTY agencies.
- Identify supplemental staffing requirements and performance standards for Debris Management Center (DMC) supplemental staffing.
- Provide effective coordination or multiple subcontractors as related to COUNTY or countywide responses.

Task B Provide technical support related to various DMC operations, including:

- Liaise with Broward County Environmental Protection and Growth Management Department (EPGMD), Florida Department of Environmental Protection (FDEP), COUNTY and city coordinators, and city contractors related to TDMS establishment.
- Assist with environmental permitting, land acquisitions, private property lease agreements, or other actions related with debris management sites.
- Examine matters related to debris disposal at out-of-area facilities and address cost impacts/justifications.
- Clarifications on FHWA (when applicable), FEMA, NRCS jurisdiction and other Public Assistance considerations
- Provide supplemental support related to GIS and IT functions.
- Provide other technical assistance as requested.

Task C Provide administrative support related to DMC operations, including:

Provide assistance with incident reports, progress reports related to COUNTY and countywide debris removal operations.

- Assist user agencies with specification development and procurement actions for support subcontractors
- Assist with customer service center operations and respond to resident and municipal inquiries as appropriate.
- Assist with designated functions related to operational accounting and billing systems
- Provide grant administration support.
- Provide public information support - gathering data, press release development, making presentations or handling interviews.
- Provide other supplemental administrative support as requested.

The not-to-exceed amount for this project is \$\_\_\_\_\_ ; exceeding this amount is at the CONTRACTOR's risk (in accordance with 2 CFR §200.318 (j) (2)).



## **SAMPLE NOTICE TO PROCEED - COUNTY FACILITIES POST EVENT SERVICES**

Task A Provide Disaster Debris Field Monitoring Services in and for COUNTY facilities, including:

- Certify trucks and issue placards in accordance with COUNTY Debris Management Plan.
- Issue and sign multipart standardized tickets/logs from field monitored positions.
- Ensure that field monitors actively monitor DHC's crews to prevent comingled or split loads of debris from being collected at County facilities.
- Coordinate all documentation and associated oversight functions related to hangers, leaners and stumps, in accordance with FEMA requirements.
- Implement and maintain a disaster debris operations management system linking standardized tickets and TDMS information to support reconciliation and documentation.
- Troubleshoot collection delays and other operational issues in work areas.
- Validate claims which are related to damaged property.
- Provide daily and weekly update reports to the Program Manager and Contract Administrator in a mutually agreed format.
- Perform other related assignments as directed by the debris management center or designated COUNTY personnel.
- Provide copies of the weekly payroll time sheets in an electronic format for the field monitors to the Program Manager and Contract Administrator for approval.

Task B Provide administrative support related to documentation and records organization, including:

- Provide scanned standardized tickets/logs and other electronic and hardcopy support documentation required for FEMA reimbursement.
- Review and reconcile debris hauler invoices and make payment recommendations to COUNTY.
- Provide assistance in preparation of FEMA Project Worksheets.
- Establish records management system consistent with latest FEMA review protocols.
- Provide data from the standardized tickets/logs in an acceptable electronic format for import into COUNTY's billing system.

Task C Provide administrative support for reimbursement appeals:

- Provide assistance in providing necessary justification and documentation to support the appeal within sixty (60) days of receipt of the notice of action.

The not-to-exceed amount for this project is \$\_\_\_\_\_ ; exceeding this amount is at the CONTRACTOR's risk (in accordance with 2 CFR §200.318 (j) (2)).

Date for Final Completion: \_\_\_\_\_

## **SAMPLE NOTICE TO PROCEED - COUNTY PARKS POST EVENT SERVICES**

Task A Provide Disaster Debris Field Monitoring Services in and for County Parks, including:

- Certify trucks and issue placards in accordance with COUNTY Debris Management Plan.
- Issue and sign multipart standardized tickets/logs from field monitored positions.
- Ensure that field monitors actively monitor DHC crews to prevent comingled or split loads of debris from being collected at County parks.
- Coordinate all documentation and associated oversight functions related to hangers, leaners and stumps, in accordance with FEMA requirements.
- Implement and maintain a disaster debris operations management system linking standardized tickets and TDMS information to support reconciliation and documentation.
- Troubleshoot collection delays and other operational issues in work areas.
- Validate claims which are related to damaged property.
- Provide daily and weekly update reports to the Program Manager and Contract Administrator in a mutually agreed format.
- Perform other related assignments as directed by the debris management center or designated COUNTY personnel.
- Provide copies of the weekly payroll time sheets in an electronic format for the field monitors to the Program Manager and Contract Administrator for approval.

Task B Provide administrative support related to documentation and records organization, including:

- Provide scanned standardized tickets/logs and other electronic and hardcopy support documentation required for FEMA reimbursement.
- Review and reconcile debris hauler invoices and make payment recommendations to COUNTY.
- Provide assistance in preparation of FEMA Project Worksheets.
- Establish records management system consistent with latest FEMA review protocols.
- Provide data from the standardized tickets/logs in an acceptable electronic format for import into COUNTY's billing system.

Task C Provide administrative support for reimbursement appeals:

- Provide assistance in providing necessary justification and documentation to support the appeal within sixty (60) days of receipt of the notice of action.

The not-to-exceed amount for this project is \$\_\_\_\_\_ ; exceeding this amount is at the CONTRACTOR's risk (in accordance with 2 CFR §200.318 (j) (2)).

Date for Final Completion: \_\_\_\_\_



## **SAMPLE NOTICE TO PROCEED - ROADWAYS POST EVENT SERVICES**

Task A Provide Disaster Debris Field Monitoring Services in and for COUNTY roadways, including:

- Certify trucks and issue placards in accordance with COUNTY Debris Management Plan
- Issue and sign multipart standardized tickets/logs from field monitored positions with special attention to FEMA versus FHWA roadways.
- Ensure that field monitors actively monitor DHC crews to prevent comingled or split loads of debris collected from roads.
- Provide tower monitors to documents loads processed at any stand-alone temporary debris management site (TDMS), such as for the Broward County Highway and Bridge Maintenance Division (HBMD), if requested.
- Coordinate all documentation and associated oversight functions related to hangers, leaners and stumps, in accordance with FEMA and FHWA requirements.
- Implement and maintain a disaster debris operations management system linking standardized tickets and TDMS information to support reconciliation and documentation.
- Troubleshoot collection delays and other operational issues in work areas.
- Validate claims which are related to damaged property.
- Provide daily and weekly update reports to the Program Manager and Contract Administrator in a mutually agreed format.
- Perform other related assignments as directed by the debris management center or designated COUNTY personnel.
- Provide copies of the weekly payroll time sheets in an electronic format for the field monitors to the Program Manager and Contract Administrator for approval.

Task B Provide administrative support related to documentation and records organization, including:

- Provide scanned standardized tickets/logs and other electronic and hardcopy support documentation required for FEMA and/or FHWA reimbursement.
- Review and reconcile debris hauler invoices and make payment recommendations to COUNTY.
- Provide assistance in preparation of FEMA Project Worksheets and/or FHWA DDIR documents.
- Establish records management system consistent with latest FEMA and FHWA review protocols.
- Provide data from the standardized tickets/logs in an acceptable electronic format for import into COUNTY's billing system.

Task C Provide administrative support for reimbursement appeals:

- Provide assistance in providing necessary justification and documentation to support the appeal within sixty (60) days of receipt of the notice of action.

The not-to-exceed amount for this project is \$\_\_\_\_\_ ; exceeding this amount is at the CONTRACTOR's risk (in accordance with 2 CFR §200.318 (j) (2)).

Date for Final Completion: \_\_\_\_\_

## **SAMPLE NOTICE TO PROCEED - TDMS POST EVENT SERVICES**

Task A Provide Disaster Debris TDMS Monitoring Services in and for Broward County, including:

- Perform operational plan reviews and provide recommendations.
- Collect baseline environmental information according to local, State and Federal agency requirement for designated sites prior to site operation.
- Collect on-going environmental data per to local, State and Federal agency requirements for designated sites.
- Complete standardized tickets/logs and estimate volumes that have been transported to and from the TDMS.
- Verify validity and track final disposal locations, types of debris, and estimated debris volumes.
- Document all loads of unauthorized debris.
- Report any unsafe practices or risks associated with TDMS operations.
- Troubleshoot processing and final disposal delays and other operational issues for designated sites.
- Validate claims which are related to damaged property.
- Provide daily and weekly update reports to COUNTY's Program Manager in a mutually agreed format.
- Perform other related assignments as directed by the debris management center or designated COUNTY personnel.
- Provide copies of the weekly payroll time sheets in an electronic format for the field monitors to COUNTY's Program Manager and Contract Administrator for approval.

Task B Provide administrative support related to documentation and records organization, including:

- Process standardized tickets/logs and provide scanned or other electronic and hardcopy support documentation required for FEMA and/or FHWA reimbursement.
- Review and reconcile debris hauler invoices by jurisdiction/agency and make payment recommendations to COUNTY.
- Utilize records management system consistent with latest FEMA review protocol.
- Provide data from the standardized tickets/logs in an acceptable electronic format for import into COUNTY's billing system.

Task C Provide administrative support for reimbursement appeals

- Provide assistance in providing necessary justification and documentation to support the appeal within sixty (60) days of receipt of the notice of action.

The not-to-exceed amount for this project is \$\_\_\_\_\_ ; exceeding this amount is at the CONTRACTOR's risk (in accordance with 2 CFR §200.318 (j) (2)).

Date for Final Completion: \_\_\_\_\_

### **SAMPLE NOTICE TO PROCEED - CANAL BANKS POST EVENT SERVICES**

Task A Provide Disaster Debris Field Monitoring Services in and for Broward County Water and Wastewater Services (WWS), including:

- Certify trucks and issue placards in accordance with COUNTY Debris Management Plan.
- Issue and sign multipart standardized tickets/logs from field monitored positions.
- Ensure that field monitors actively monitor DHC crews to prevent comingled or split loads of debris from being collected at County canal banks.
- Coordinate all documentation and associated oversight functions related to hangers, leaners and stumps, in accordance with FEMA requirements.
- Implement and maintain a disaster debris operations management system linking standardized tickets and TDMS information to support reconciliation and documentation.
- Troubleshoot collection delays and other operational issues in work areas.
- Validate claims which are related to damaged property.
- Provide daily and weekly update reports to the Program Manager and Contract Administrator in a mutually agreed format.
- Perform other related assignments as directed by the debris management center or designated COUNTY personnel.
- Provide copies of the weekly payroll time sheets in an electronic format for the field monitors to the Program Manager and Contract Administrator for approval.

Task B Provide administrative support related to documentation and records organization, including:

- Provide scanned standardized tickets/logs and other electronic and hardcopy support documentation required for FEMA reimbursement.
- Review and reconcile debris hauler invoices and make payment recommendations to COUNTY.
- Provide assistance in preparation of FEMA Project Worksheets.
- Establish records management system consistent with latest FEMA review protocols.
- Provide data from the standardized tickets/logs in an acceptable electronic format for import into COUNTY's billing system.

Task C Provide administrative support for reimbursement appeals:

- Provide assistance in providing necessary justification and documentation to support the appeal within sixty (60) days of receipt of the notice of action.

The not-to-exceed amount for this project is \$\_\_\_\_\_ ; exceeding this amount is at the CONTRACTOR's risk (in accordance with 2 CFR §200.318 (j) (2)).

Date for Final Completion: \_\_\_\_\_

**Insurance Requirements: (Refer to the Insurance Requirement Form)**

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
  2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Company Vehicle: Yes  or No

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.
13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim

filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Right to revise or reject. The County reserves the right, but not the obligation, to review and revise the insurance requirements at any time, not limited to deductibles, limits, coverage and endorsements.

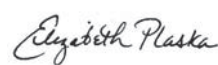


**INSURANCE REQUIREMENT**

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b>  <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	<b>\$ 1 mil</b>	<b>\$ 2 mil</b>
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned                    * <i>May be waived</i> <input checked="" type="checkbox"/> Hired <i>if no driving will be</i> <input checked="" type="checkbox"/> Non-owned <i>done in performance</i> <input checked="" type="checkbox"/> Scheduled <i>of services.</i> <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	<b>\$ 1 mil</b>	
<b>EXCESS/UMBRELLA LIABILITY</b>  <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  <b>\$ 500 k</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY ~ E&amp;O</b>	(each accident)	<b>\$ 1 mil</b>	
	Extended reporting period	<b>2 years</b>	
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b>  <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible:               \$10 k  <b>DED for WIND or WIND &amp; FLOOD not to exceed 5% of completed value</b>  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		<b>Completed Value form</b>
<input type="checkbox"/> Installation floater  Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible:  CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	<b>Completed Value form</b>
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES <b>BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY</b>  <b>REFERENCE: Debris Collection Monitoring Services</b>			

<b>CERTIFICATE HOLDER:</b> <b>Broward County</b> 115 South Andrews Avenue Fort Lauderdale, FL 33301
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 ELIZABETH PLASKA  
 dc=cty, dc=broward, dc=bc,  
 ou=Organization, ou=BCC,  
 ou=RM, ou=Users,  
 cn=ELIZABETH PLASKA  
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Risk Management Division



**VENDOR ACKNOWLEDGEMENT**

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

- 1. LEGAL BUSINESS NAME:
- 2. FEDERAL EMPLOYER I.D. NO. (FEIN):
- 3. DUN AND BRADSTREET NO.:
- 4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
- 5. WEBSITE ADDRESS (if applicable):
- 6. PRINCIPAL PLACE OF BUSINESS ADDRESS:
- 7. TELEPHONE NO.:  FAX NO.:
- 8. TYPE OF BUSINESS (check appropriate box):
  - Corporation (Specify the State of Incorporation):
  - Sole Proprietor       Limited Liability Corporation (LLC)       Limited Partnership
  - General Partnership (State and County filed in)
  - Other – Specify
- 9. AUTHORIZED CONTACT FOR YOUR FIRM:
  - Name:  Title:
  - Telephone Number:  Fax Number:
  - E-mail:
- 10. LIST ALL ADDENDA ACKNOWLEDGED:

BY EXECUTING THIS ACKNOWLEDGEMENT FORM, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS.

           DATE

\*AUTHORIZED SIGNATURE/NAME      TITLE

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

### VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/upload a written detailed response; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:

- a)
- b)
- c)
- d)

2. Specify the type of services or commodities your firm offers:

3. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?  Yes  No

5. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser?  Yes  No  
The County reserves the right to verify prior to a recommendation of award.  N/A (if service)

6. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response.  Yes  No

7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response.  Yes  No

8. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response.  Yes  No

9. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response.  Yes  No

10. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company.  Yes  No

Vendor Name:

11. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?  Yes  No

12. Would your firm accept a Visa credit card as payment from Broward County?  Yes  No
13. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.  Yes  No  N/A

If yes, Living Wage increased the pricing by  % or decreased the pricing by  %.

14. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name (s), and relationship(s) with its submittal.

**Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:**

15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

16. Has your firm completely inspected the project site(s) prior to submitting response?  Yes  No

17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response.  Yes  No

18. What equipment does your firm own that is available for this contract?

Vendor Name:

19. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

**Reference No. 1:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:  Email:

Contract/Project Dates  
(Month and Year):

Contract Amount:

**Reference No. 2:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:  Email:

Contract/Project Dates  
(Month and Year):

Contract Amount:

**Reference No. 3:**

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:  Email:

Contract/Project Dates  
(Month and Year):

Contract Amount:

**Name of Vendor:**

**Litigation History Requirement:**

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
  - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
  - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
  - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
  - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
  - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

**LITIGATION HISTORY FORM**

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: _____
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	_____
Name of Court or other tribunal	_____
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	_____
Brief description of the Subject Matter and Project Involved	_____
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: _____ Email: _____ Telephone Number: _____

**Vendor Name:** \_\_\_\_\_

### DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
  - The Vendor employs less than five (5) employees.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor does not provide benefits to employees' spouses.
  - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

\_\_\_\_\_

AUTHORIZED SIGNATURE/ NAME

\_\_\_\_\_

TITLE

\_\_\_\_\_

DATE



### DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i. The dangers of drug abuse in the workplace;
  - ii. The offeror's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - i. Taking appropriate personnel action against such employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

**AUTHORIZED SIGNATURE/ NAME**

**TITLE**

**DATE**

**EMPLOYMENT ELIGIBILITY VERIFICATION PROGRAM  
REQUIREMENT CERTIFICATION FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The State of Florida, Executive Order 11-116, requires Broward County, as a party to any State-funded contracts, to participate in the Employment Eligibility Verification administered by the U.S. Department of Homeland Security ("DHS Any Vendor performing work pursuant to the State funded contract issued by the County is required to use the E-Verify Program to confirm employment eligibility of its current and prospective employees. The undersigned Vendor hereby certifies that it will enroll and participate in the E-Verify Program, in accordance with the terms and conditions governing the use of the program by:

- (1) Verifying the employment eligibility of all persons employed during the contract term by the contractor to perform the work under this contract.
- (2) Enrolling in the E-Verify Program within thirty (30) days of the effective date of this contract by obtaining a copy of the "Edit Company Profile" page and make such record available to within seven days of request from the County.
- (3) Requiring all persons, including subcontractors, assigned by the Contractor to perform work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record available to the County within seven calendar days from the County's request.
- (4) Displaying the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- (5) Initiate E-Verify verification procedures for new employees within 3 business days after the actual work start date of each new hire and thereafter shall respond appropriately to any additional requests from DHS or Social Security Administration (SSA).
- (6) Maintain records of its participation and compliance with the provisions of the E-Verify Program and make such records available within seven days of County's request.

**AUTHORIZED SIGNATURE/ NAME**

**TITLE**

**COMPANY**

**DATE**

### Living Wage Ordinance Requirements:

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: [www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx](http://www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx)
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
  - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
  - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
  - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
  - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
  - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
    1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
    2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
      - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
      - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.
  
- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

**LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM**

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in BidSync.

Covered Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Local Contact: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Using Agency Served: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

By signing below I hereby certify that the covered employees listed below: (please check one)

- A.  Receive a minimum pay of \$\_\_\_\_\_ per hour and are provided health benefits valued at \$\_\_\_\_\_ per hour.
- B.  Receive a minimum pay of \$\_\_\_\_\_ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B	Name	Job Class	A or B
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select

(Attach additional sheets in the format above, if needed)

I, \_\_\_\_\_ of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known  or Produced Identification  Type of Identification Produced: \_\_\_\_\_

**APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM**

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

**SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)**

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION 2: USING AGENCY AND SOLICITATION INFORMATION**

Using Agency: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

Using Agency Contact Name: \_\_\_\_\_ Agency Contact Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

**SECTION 3: EXEMPTION BASIS** (Check one of the options below and submit supporting documentation as requested)

**(LWO 26.103(f)(1); Wage History:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.

**Required documentation for this exemption basis:** Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

**(LWO 26.103(f)(2); Contractual:** Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.

**Required documentation for this exemption basis:** Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

**SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT**

I, \_\_\_\_\_, of \_\_\_\_\_ hereby attest that  
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

\_\_\_\_\_  
Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public) My commission expires: \_\_\_\_\_ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: \_\_\_\_\_



**SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM**

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>

### SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

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1. Subcontracted Firm's Name:   
Subcontracted Firm's Address:   
Subcontracted Firm's Telephone Number:   
Contact Person's Name and Position:   
Contact Person's E-Mail Address:   
Estimated Subcontract/Supplies Contract Amount:   
Type of Work/Supplies Provided:

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2. Subcontracted Firm's Name:   
Subcontracted Firm's Address:   
Subcontracted Firm's Telephone Number:   
Contact Person's Name and Position:   
Contact Person's E-Mail Address:   
Estimated Subcontract/Supplies Contract Amount:   
Type of Work/Supplies Provided:

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I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Authorized Signature/Name

Title

Vendor Name

Date

## Question and Answers for Bid #T2111235B1 - Disaster Debris Monitoring Services

### Overall Bid Questions

#### Question 1

Since we are not a contractor but a civil engineering consultant, would you accept professional liability insurance in lieu of liquidated damages? Thanks! (Submitted: Jun 27, 2016 6:16:31 PM EDT)

#### Answer

- The Liquidated Damages shall remain unchanged, regardless of whether or not your firm has professional liability or other forms of insurance coverage. (Answered: Jun 28, 2016 9:45:24 AM EDT)

#### Question 2

Based on the knowledge and experience of the proposing firm additional positions may be required in order to complete the scope of work the County has laid out in the RFP for both debris monitoring operations and the pre-event tasks specified on page 30 of the RFP item J. May proposers provide additional positions and rates in order to comply with the services requested by the County as long as position descriptions are provided with each?

(Submitted: Jun 28, 2016 4:16:47 PM EDT)

#### Answer

- Please be aware that this solicitation is a bid, not a Request for Proposal (RFP). Vendors shall not supplement the Item Response Form with additional positions and rates. However, vendors are required to provide information pertaining to their staff and resources as part of their bid submittal. (Answered: Jun 29, 2016 9:52:56 AM EDT)

#### Question 3

Automated Debris Management Systems (ADMS) or electronic ticketing have become the norm in the debris monitoring industry and have been widely used on most FEMA reimbursable projects in the past several years. These systems have proven to be 20-30% more cost-effective than paper ticketing systems. In addition, ADMS is more accurate, prevents fraudulent ticketing, and has helped to streamline the audit process in projects throughout the country. Will the County consider requiring ADMS in lieu of paper ticketing? (Submitted: Jun 28, 2016 4:18:40 PM EDT)

(Submitted: Jun 28, 2016 4:18:40 PM EDT)

#### Answer

- As Broward County and its disaster debris monitoring firm will be managing debris from other municipalities, particularly at the County Temporary Debris Management Sites (TDMS), an electronic ticketing system (system) cannot be used as it would require the County and all municipalities within Broward County to use the same system. The County has no ability to mandate such to the municipalities it is providing services. (Answered: Jun 29, 2016 9:53:56 AM EDT)