

**REQUEST FOR PROPOSALS  
FOR DISASTER DEBRIS REMOVAL, REDUCTION,  
AND DISPOSAL SERVICES**

**RFP # City 2017-004**

**PURPOSE:** Florida City is soliciting sealed proposals to provide Disaster Debris Removal, Reduction, and Disposal Services from a qualified Contractor capable of providing debris removal and reduction services. Also, the Contractor will provide a knowledge of FEMA Program requirements for Category A Debris Removal. These services will include, but not be limited to, the “Scope of Services” as described herein.

**A. INSTRUCTIONS TO PROPOSERS:**

Because of possible impacts from Hurricane Irma, an email copy of your proposal for “**DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES**” must be transmitted to [richard.syauts@floridacityfl.gov](mailto:richard.syauts@floridacityfl.gov) by Thursday, 10:00am, September 7, 2017. A paper original and one electronic copy, of the proposal must also be submitted in a sealed envelope before close of business on September 15, 2017 marked Attn: Ms. Jennifer Evelyn, City Clerk, City Hall, 404 West Palm Drive, Florida City, FL, 33034. A contract will be awarded by the City Commission during their Regular Meeting on or after September 12, 2017. The City reserves the right to reject any or all bids and to award contract(s) in the best interest of the City.

The time and date for receipt of Proposals will be scrupulously observed. Late transmittal delays will be rejected as non-responsive regardless for the reason for delay.

Any and all questions or requests for information relating to this Request for Proposal shall be *submitted by email* or before 5:00PM on September 6, 2017.

**Contact Information:**  
**Rick Stauts, Executive Director**  
**Florida City Community Redevelopment Agency**  
**404 West Palm Drive**  
**Florida City, FL 33034-3346.**  
**Email: [richard.stauts@floridacityfl.gov](mailto:richard.stauts@floridacityfl.gov)**  
**Office: (305) 247-8221**  
**Fax: (305) 242-8133**

Interested firms may not contact any staff member of Florida City except the above referenced individual. All inquiries related to this RFP will be routed to the appropriate staff member for response.

The RFP title and number should be referenced on all correspondence. If any questions or responses require revisions to the Scope of Work as originally published, such revisions will be

by formal amendment only.

**B. TERMS AND CONDITIONS:**

1. Florida City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within 10 days of award or notice to mobilize after the selection by the City. Florida City reserves the right, to cancel a solicitation at any time prior to approval of the award by the City.

2. Florida City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals.

4. Costs of preparation of a response to this request for proposals are solely those of the proposers. Florida City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that Florida City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

5. The proposer receiving the award will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to Florida City to verify such coverage.

a.) Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Florida City and its agents, employees and officials.

b.) Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.

c.) Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

d.) Automobile Liability Insurance - Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence.

6. The consulting firm awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5)

years after completion of the contract resulting from this RFP. Florida City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible to the City at the awardees place of business for purposes of inspection, reproduction and audit without restriction.

7. Florida City will negotiate with the selected contractor, reimbursement rates and may enter into a contract between the City and the selected contractor for a two (2) year period effective from date of award. In addition, the contract may be renewed for two (2) additional one (1) year periods under the same terms and conditions.

## **8. CFR 200 Compliance Language**

Procurements: While assisting the City with project procurements or in the event the vendor must procure additional resources post- contract award, the awarded proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

## **C. PROPOSAL FORMAT:**

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information shall be tabbed on the paper copy to identify the required information. Failure to submit this information will render your proposal non-responsive.

### **1. QUALIFICATIONS OF THE FIRM**

- a) Submit background information about your company including such information as the officers, date and location (State) of incorporation, and the names of the staff directly involved with debris removal services.
- b) Submit an Organizational Chart, including names of individuals and titles on the organizational chart.
- c). Submit documents exhibiting knowledge and experience representing FEMA eligible applicants, local governments, municipalities or others with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration) per Hurricane Sandy Recovery Act.

### **2. QUALIFICATIONS OF STAFF**

Provide key staff resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, damage assessments engineers, FEMA program reimbursement specialist, grants management, data manager, etc. must be full time employees of the proposing firm and have experience, working for the proposer, in the following:

- a.) Experience demonstrating current capacity and current expertise in FEMA Disaster Debris Removal, Reduction, and Disposal Services.
- b.) Documented knowledge and experience of federal, state and local engineering, and emergency agencies, state and federal programs, funding sources and reimbursement processes.

### **3. OPERATIONS PLAN**

- a.) Itemize what assistance and training the Contractor will provide for the City prior to a disaster occurring.
- b.) Provide how your firm plans to mobilize, including response time. Detail the methodology for emergency road clearing, debris removal, temporary debris storage reduction (TDSR) site activation, management and site closure. Contractor is to ensure full compliance consistent with, OSHA safety regulations, Federal Emergency Management Agency (FEMA) requirements for cost reimbursement for debris management, removal, reduction and disposal.
- c.) Detail how contractor plans to recruit and utilize local contractors and other businesses.
- d.) Provide methodology for collecting debris, describe any segregation requirements, and the final method of debris transport. Explain the methodology for debris reduction.
- e.) Outline the process whereby the City and the Contractor coordinate all documentation that adheres to federal, state, and FEMA guidelines for reimbursement. Explain the recovery process and how the Contractor will interact with the City/Utility with regard to documentation for reimbursement.
- f.) Provide a description of the Contractor's approach to the project, for all FEMA Categories A-G city representation. In this portion, please discuss any and all items that may be unique to your company, or additional services that may benefit the City.

### **4. COST PROPOSAL**

Each Proposer must complete and submit the attached Cost Proposal Form/Fee Schedule. The Cost Proposal will be evaluated on the hourly and quantity rates submitted on the cost proposal form. All non-labor projected costs will be billed to Florida City at cost without markup. **NOTE – Proposal rates may be negotiated and finalized prior to contract award.**

### **5. MINORITY PARTICIPATION**

Document the basis for any claim to the points allowed in the ranking process for Minority Business Enterprises or Women's Business Enterprises.

### **D. SELECTION CRITERIA: Evaluation of Responses:**

All properly submitted RFP Packages shall be evaluated by Florida City based on the below selection criteria.

The City desires to avoid the expense to all parties of unnecessary presentations; however, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

The following weighted criteria will be utilized to select the consultant awarded this contract.

1.	Firm History and Qualifications	20 points
2.	Qualifications of the Staff	25 Points
3.	Key Staff Project Understanding and Approach	25 Points
4.	Cost Proposal	20 Points
5.	Minority Participation (MWDBE)	<u>10 Points</u>
		100 Points

#### **E. GENERAL SCOPE OF SERVICES**

A general description of the scope of services required includes, but is not limited to, the following. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

1. The services to be provided by Contractor for the City include those which are necessary for the removal of vegetative waste and/or construction/demolition debris, bulk refuse from City streets, Utility right-of-ways, public parks and public places, including, but not limited to condemned personal/private property and debris placed on or in these public right of way sites as approved by the City to be removed by the Contractor.
2. Debris to be removed by the Contractor will be designated by a City official, inspector, or other personnel approved by the City.
3. The method(s) utilized for debris removal under this agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, chainsaws and personnel necessary to accomplish the objective of the City. The work to be performed under this agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or reduce the City's vegetative debris removed. The City may also use an existing Waste Management Contract for disposal of vegetative and other debris disposal. Contractor may negotiate with Waste Management for better disposal pricing.

4. The Contractor shall perform work so as not to interfere with the normal operations of the City, state or federal functions and or violate existing regulations of these or other regulatory agencies.

5. The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work. Rejected work shall consist of that work which is deemed ineligible by the City's representative.

6. The parties agree that time is of the essence in the completion of the Work called for under this Agreement. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

#### **F, FEMA's ALTERNATIVE PROCEDURES PILOT PROGRAM FOR DEBRIS REMOVAL**

1. In January 2013 President Obama signed the Sandy Recovery Improvement Act, which amended the Stafford Act to include Section 428 which authorizes Alternative Procedures for Public Assistance (PA) program for debris removal. Section 428 authorizes FEMA to implement the Alternative procedures through a Pilot Program. The Alternative Procedures include:

- a.) Accelerated Debris Removal with an increased federal cost share.
- b.) Recycling revenues.
- c.) Straight time force account labor.
- d.) Debris Management Plan- to include one or more pre-qualified debris removal contractors.

2. The City will be implementing a "Debris Management Plan" developed in accordance with FEMA's s Debris Removal Pilot Program for accelerated debris removal and FEMA's 95280.1. The Contractor selected will need to attend a yearly Debris Management meeting to have knowledge of City debris management plans in the event of a disaster. The following items will be discussed at this annual meeting:

- a.) Project worksheet and other required report preparation for reimbursement from FEMA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- b.) Final report and appeal preparation and assistance.
- c.) Other disaster recovery services as requested by the City.

#### **G. SPECIFIC PROVISIONS**

1. The successful Contractor must have a representative present in the City's office or Emergency Operations Center within twenty four (24) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. The City generally is isolated for a period of twenty-four (24) to forty-eight (48) hours following the most likely debris event, a hurricane. If necessary, the successful contractor may need to pre-stage in the region.

2. Emergency road clearing on right of ways in the City and on City owned properties shall be performed on a time and material basis only as authorized by the City and up to seventy (72) hours or other limits allowed by Federal requirements as applicable. However, experience has shown the fire departments, Florida Department of Forestry, farmers, and other volunteers generally have the initial cut through promptly completed. Work conducted on the right of ways shall be limited to the point where fallen vegetation and other debris enter the right of ways. No equipment or personnel may operate beyond the right of ways unless specifically approved by the City.

3. The Contractor shall supply the City with a list of potential local sub-contractors. The Contractor will participate in the City's Minority or WDBE (Women Disadvantage Business Entities) programs and shall categorize the contractor's ability to utilize local contractors and the Contractor's general requirements for doing so.

4. The Contractor shall provide all necessary security and oversight for all operations.

5. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.

6. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.

7. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations. (The City will allow cost +10% for handling.)

8. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.

9. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s), and include a minimum of 5 carbon copies. The load ticket will include the following:

a.) Date, and Client

- b.) Preprinted Number
- c.) Hauler's name
- d.) Truck number
- e.) Truck Capacity in cubic yards
- f.) Actual Load-as percentage full, to be assigned by Debris Monitors
- g.) Load amount in billable cubic yards
- h.) Debris classification as vegetative, mixed other...
- i.) Point of origin for debris collected and time loaded
- j.) Dumpsite location and time dumped
- k.) All load tickets will be reconciled daily at close of operations with disposal facility by the next morning to prevent discrepancies in cubic yards.

10. The City may identify one or more Temporary Debris Storage Reduction Sites (TDSRs), in the event the disposal facility cannot accept the vegetative and C&D debris. All site work on these sites must be approved by the City. The contractor will prepare a site layout and plan in advance for these sites to include:

- a.) Access to site
- b.) Site management, to include point-of-contact, organizational chart, etc.
- c.) Site preparation, - clearing, erosion control, and grading
- d.) Traffic control procedures
- e.) Site Safety, Site Security
- f.) Site Layout/Segregation of debris
- g.) Hazardous waste material plan
- h.) Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- i.) Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance



Debris Management guide, FEMA 325 latest edition, and with Miami-Dade Department of Regulatory and Environmental Resources

- j.) Location of existing structures or sensitive areas requiring protection
- k.) Environmental mitigation plan- noise, traffic, buffer zones, storm water runoff
- l.) All necessary licenses, permits, and fees for the same are the responsibility of the Contractor, including Site Closure.

In the event the debris is taken to a permitted landfill for disposal the contractor will maintain a representative to prevent any landfill traffic or load cubic yard discrepancies.

11. The Contractor shall construct an inspection tower at each debris storage site as requested by the City. The tower floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with approved Florida Building Codes, and be able to hold 3 people.

12. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Emergency Contact immediately following discovery. A written follow-up shall be submitted to the City Representative not later than seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- a.) Description of the material spilled
- b.) Determination as to whether or not the amount spilled is EPA/state reportable
- c.) When and to whom it was reported
- d.) Exact time and location and spill
- e.) Receiving stream or waters, if applicable
- f.) Cause of incident and equipment and personnel involved
- g.) Injuries or property damage
- h.) Duration of discharge
- i.) Containment procedures initiated

- j.) Summary of all communication the Contractor had in regards to the spill
- k.) Description of cleanup procedures

# PRICE PROPOSAL FORM

## DISASTER DEBRIS REMOVAL AND DISPOSAL

### PART A

Emergency Services – EMERGENCY ROAD CLEARING- from roads to right-of-way, and Utility ROW during the FEMA State, and city declared 72-hours immediate disaster. Includes Emergency cutting and removing of dangerous limbs that are an immediate threat to public safety, health and welfare

See the EMERGENCY Road clearing Rate Sheet: LIMITED 72 HOURS ONLY. ONLY

### LABOR AND EQUIPMENT

EQUIPMENT W/ OPERATORS	PER HOUR
TRACKHOE J.D. 690 OR EQUAL	
644 LOADER OR EQUAL	
644 LOADER W/ GRAPPLE/ (2-2.5CY)	
D6 DOZER	
BOBCAT/SKIDSTEER W/GRAPPLE-LS180	
D 6 DOZER ( LGP)	
RUBBER TIRE BACKHOE	
TRANSPORT W/ LOBOY	
MAINTENANCE TRUCK	
15-24 CY DUMP TRUCK	
25-34CY DUMP TRUCK	
35-44 CY DUMP TRUCK	
45-54 CY DUMP TRUCK	
65-74 CY DUMP TRUCK	
75 + CY DUMP TRAILER	
DIAMOND Z TUB GRINDER	
WATER TRUCK 2000 GAL	
CHAINSAW OPERATOR ( WITH SAFETY GEAR)	
TRAFFIC CONTROL TECHNICIAN (WITH SAFETY GEAR)	
PROJECT MANAGER WITH TRUCK	
FIELD SUPERVISOR WITH TRUCK	
CREW LEADER WITH TRUCK	
HAZMAT REMOVAL- COST + 10%	
BUCKET TRUCKS (LIST SIZES)	
OTHER -	
OTHER -	
OTHER -	
OTHER -	
OTHER -	

## **PART B**

### **Debris Removal, Reduction and Disposal Operations and Debris Removal and Reduction Non-Emergency Services**

Respondents are to make no changes to the following table and are required to fill it out completely. Values must be provided for all categories below or the response may be deemed non-responsive.

#### **1. Rights-of-Way Vegetative Collection Rate**

Vegetative debris collected from public or private right-of-way (ROW) and improved public lands, hauled to, and dumped at the debris management site(s) (Within Roundtrip 30 mile haul)

Per Cubic Yard \$ \_\_\_\_\_

#### **2. Condemned Private Property Vegetative Collection Rate**

Vegetative debris collected from private property deemed to be a safety hazard by the City will be, demolished per note, below, hauled to, and dumped at the debris management site(s). This includes the removal of demolished materials (Within Roundtrip 30 mile haul).

Per Cubic Yard \$ \_\_\_\_\_

#### **3. Public Right of Way Construction and Demolition Collection Rate**

Construction and demolition debris collected from designated work zone, hauled to, and dumped at the debris management site(s) or other designated location (Within Roundtrip 30 mile haul).

Per Cubic Yard \$ \_\_\_\_\_

**CONDEMED PROPERTIES:** In the event condemned properties or unsafe structures are deemed a safety and health hazard to our community, the contractor will provide a per structure price for demolition and proper disposal of condemned property.

Per Structure \$ \_\_\_\_\_

#### **4. Debris Reduction**

Debris Reduction of vegetative debris via grinding at temporary debris storage reduction site (TDSR) or other designated location. Price includes set-up, management, maintenance of onsite entry and exit roads, and closure of temporary debris storage and reduction site (TDSR).

Per Cubic Yard \$ \_\_\_\_\_

**Final Haul out to a permitted disposal facility (Assume 30 mile round trip haul).**

Per Cubic Yard \$ \_\_\_\_\_

## 5. Debris Disposal

Debris Disposal at permitted Landfill- price to be determined and negotiated. Based upon landfill availability at time of disaster. Leave this price blank. Disposal Tipping fees will be anegotiated or pass through amount.

Per Cubic Yard \$ \_\_\_\_\_

## 6. Cutting Partially Uprooted or Split Trees (Leaners).

Remove falling partially uprooted or split trees from the ROW, or the overhanging portion of the limb over the ROW, and placing the debris in the ROW for haul-off to designated debris management site. This includes all Utility ROW. For a split leaner (No exposed root ball, price is inclusive of flush cutting the tree trunk.

Partially Uprooted Leaner (Price is inclusive of excavating the root ball and placing it in the ROW). **Diameter of tree is calculated at 2-feet from base**

Less than 24 inches Per Tree \$ \_\_\_\_\_

24 - 36 inches Per Tree \$ \_\_\_\_\_

36 – 48 inches Per Tree \$ \_\_\_\_\_

Greater than 48 inches Per Tree \$ \_\_\_\_\_

## 7. Removal of Dangerous Hanging Limbs (Hangers) - During Debris Removal- Non-Emergency Services.

Remove hanging or partially broken limbs from trees in the ROW, or limbs hanging over the ROW, and placing the debris in the ROW for haul-off.

Trees with hazardous limbs > 24 inches Per Tree \$ \_\_\_\_\_

## 8. Stump Removal and Collection Rate

Removal and collection of stumps partially uprooted in the ROW. Stumps will be identified and certified in the ROW by the City or its representative. Stumps will be hauled to and dumped at a debris management site(s) or other designated location. **Diameter of Stump at 2-feet from base**

Less than 24 inches Per Tree \$ \_\_\_\_\_

24 - 36 inches Per Tree \$ \_\_\_\_\_

37 inches-48 inches Per Tree \$ \_\_\_\_\_

Greater than 48 inches Per Tree \$ \_\_\_\_\_

**9. Backfil**

Supply and placement of clean fill dirt into holes created by stump, tree, or bush removal in the ROW.

Per Cubic Yard \$ \_\_\_\_\_

**10. Reduction of Construction & Demolition debris at debris management site(s) or other designated location.**

Per Cubic Yard \$ \_\_\_\_\_

**11. Final Haul-out of reduced vegetative debris, (include disposal costs)**

Reduced vegetative debris hauled from debris management site(s) or other designated location to final disposal site. Not including Disposal costs.

Within 20 mile roundtrip haul- Per Cubic Yard \$ \_\_\_\_\_

Within 30 mile roundtrip haul- Per Cubic Yard \$ \_\_\_\_\_

**Disposal and Tipping fees will be negotiated or established as a pass through amount.**

**11. Haul reduced C&D debris to final disposal site (include disposal costs)**

Reduced C&D debris hauled from debris management site(s) or other designated location, to final disposal site.

Within 20 mile roundtrip haul- Per Cubic Yard \$ \_\_\_\_\_

Within 30 mile roundtrip haul- Per Cubic Yard \$ \_\_\_\_\_

**Disposal and Tipping fees will be negotiated or pass through amount.**

**ADDITIONAL SERVICES PER AUTHORIZED TASK WORK ORDERS  
FEMA PROGRAM ASSISTANCE AND GRANTS MANAGEMENT**

**FEMA PROGRAM ASSISTANCE RATES**

<b>SPECIALTY</b>	<b>RATE</b>
PROJECT DIRECTOR	\$
ASST. PROJECT DIRECTOR	\$
HAZARD MITIGATION SPECIALIST	\$
FEMA PROGRAM ASST. PROJECT SPECIALIST	\$
FIELD SUPERVISOR	\$
SAFETY SUPERVISOR	\$
ADMINISTRATIVE ASSISTANT/BILLING & INVOICING	\$
TICKET/DATA ENTRY	\$
GRANTS MANAGEMENT	\$
OTHER-	\$
OTHER-	\$
OTHER-	\$
OTHER-	\$
OTHER-	\$
OTHER-	\$
OTHER-	\$

Rates include all costs including payroll, per diem, mobile phones, etc. Travel and hotel will be billed at cost.

**DISASTER DEBRIS REMOVAL, REDUCTION, AND  
DISPOSAL SERVICES RESPONDENT'S CERTIFICATION**

I have carefully examined the Request for Qualification.

I hereby propose to furnish the services specified in the Request for Qualification. I agree that my submittal will remain firm for a period of at least 365 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified Responders.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the Responder as its agent and that the Responder is ready, willing and able to perform if an Agreement is executed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the City or any other respondent has an interest in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Responder

BY:

\_\_\_\_\_  
Signature

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
City, State, Zip Code

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

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Printed, typed or stamped name of notary public

My Commission Expires \_\_\_\_\_



**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF FLORIDA CITY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for:

\_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Response or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into a binding Agreement and which bids or applies to bid on Agreements for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO AN AGREEMENT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Type of identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of notary public

**AMERICANS WITH DISABILITIES ACT (ADA)**  
***DISABILITY NONDISCRIMINATION STATEMENT***

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

This sworn statement is submitted to the CITY OF FLORIDA CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Type of identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of notary public

# **CONFLICT OF INTEREST DISCLOSURE FORM**

## **Information and Instructions**

The City of Florida City, Florida, requires this disclosure statement to be completed and filed with all proposals, bids responses, contracts, or grant or loan requests to the City in excess of \$10,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications, or other proposals.

A copy of the disclosure statement shall be maintained by the awarding City Department. The City of Florida City shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the City if the misleading or incorrect information on the disclosure statement is discovered by the City subsequent to execution of a contract.

### **Definitions**

**"Business Entity"** means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of Florida.

**"Family, or Family Members, or Familial Relationship"** means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, a person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the City.

### **Instructions**

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

# CITY OF FLORIDA CITY CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

City of Florida City

TELEPHONE NUMBER

CITY DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with the following document:

Invitation to Bid     Request for Proposal / Qualifications     Proposal     Grant or Loan Request     Other

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last two calendar years?

Yes     No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last two calendar years?

Yes     No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN
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1. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
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2. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposals, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of , request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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List below the names of any individuals, partners, or officers of the business entity who worked for the City of Florida City within the current or past two calendar years.

NAME OF INDIVIDUAL	ADDRESS
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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.***

Signature

Date

Printed Name

Title



VENDOR APPLICATION

Business Name: \_\_\_\_\_

Order from Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pay to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(if different)

Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website URL: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Date Business Established: \_\_\_\_\_

Business is: Corporation Proprietorship Partnership Other: \_\_\_\_\_

Primary business classification (check all that apply):

Retailer Wholesaler Manufacturer Services Prime Contractor Sub Contractor

All applicants are required to provide a copy of their Business Tax Certificate if they have an office in Florida City, as well as their Workman's Compensation Insurance Certificate (if applicable).

Please see the enclosed commodity list to properly identify the commodities and/or services, which your firm provides. Please mail completed Vendor Application to the mailing address above. The undersigned does hereby certify that the foregoing and subsequent statements are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date: