



City of Stuart

300 SW Saint Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

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LEGAL NOTICE FOR RFP #2011-103

DEBRIS MONITORING SERVICES

The Stuart City Commission, Stuart, Florida invites proposals from qualified individuals and firms to provide Debris Monitoring Services as needed for the City of Stuart, Florida.

Description: Provide professional disaster debris monitoring services, on an “as needed” basis.

A complete RFP package, which contains submittal information and response format, may be requested from DemandStar by Onvia at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City’s Purchasing Office at 300 SW Saint Lucie Avenue, Stuart, Florida, by calling (772) 288-5308 or (772) 288-5320. The City of Stuart is not responsible for the content of any ITB/RFP package received through any 3rd party bid service or any source other than DemandStar by Onvia or the City of Stuart Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any source other than the City of Stuart or DemandStar.

Firms desiring to provide the services described above shall submit one (1) original and five (5) copies - each marked "COPY", and one (1) electronic copy (PDF format preferred) on a CD of their proposals, containing all of the required information by **2:30 pm, Wednesday, November 9, 2011**. Submittals will be accepted by hand delivery in the Purchasing Division Office, City Hall Annex, 300 SW Saint Lucie Avenue, Stuart, Florida. Submittals sent by overnight delivery or by U.S. Mail must be sent to Purchasing Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after the date and time shown above, will not be accepted or considered and will be returned to the firm unopened. Submittals will be opened as soon as practicable thereafter in the City Hall Annex, 300 SW Saint Lucie Avenue, Stuart, Florida

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City Clerk at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight Bids to:
Stuart City Hall, Purchasing
121 SW Flagler Avenue
Stuart, Florida 34994

Hand Deliver Bids to:
Stuart City Hall Annex, Purchasing
300 SW Saint Lucie Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2011-103 “Debris Monitoring Services”

Publish Date: October 11, 2011

Stuart City Commission

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PART I GENERAL INFORMATION

1.1 Definitions

For the purposes of this Request for Proposal, the respondent shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this Request for Proposal.

1.2 Purpose

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide the services for the City as described herein.

1.3 Issuing Office and Location of Proposal Opening

Purchasing Division
City of Stuart Annex
300 SW Saint Lucie Avenue
Stuart, Florida 34994

1.4 Invitation to Propose

The intent of this solicitation is to select the most highly qualified individual or firm to provide the services for the City as described herein.

1.5 Contract Award

Upon award of this Contract, the effective date of this Contract shall be January 1, 2012. Term of this agreement shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual agreement of the parties. Consideration of price adjustments at each renewal period will be given provided such escalations are reasonable and acceptable to the City.

The respondent understands that this RFP does not constitute an agreement or a contract with the City. The official contract or agreement is not binding until the proposal is reviewed and accepted by the City Commission and a contract is executed by all parties.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or minor irregularities or to accept the proposal which in its sole judgment and determination best serves the interest of the City.

A standard City of Stuart contract form (Attachment B) will form the basis of the contract between the successful respondent(s) and the City. Terms and conditions may be modified, added to or deleted from the contract through negotiations with the successful proposer(s).

1.6 Development Costs

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.7 Inquiries

The City will not respond to oral inquiries. Respondents must submit written inquiries (email, FAX, or US Mail) for interpretations of this RFP to:

Stuart Purchasing Office
121 SW Flagler Avenue
Stuart, FL 34994
Fax: (772) 288-5381 or (772) 600-1202
e-mail: rbegley@ci.stuart.fl.us
e-mail: tiverson@ci.stuart.fl.us

The City will respond to written inquiries received no later than **4:00 PM on November 2, 2011**. The City will record the questions asked and the answers given as well as any supplemental instructions in the form of written addenda. Receipt of all addenda issued by the City of Stuart pursuant to this RFP must be acknowledged by proposers. Failure to acknowledge all addenda will result in disqualification.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Purchasing Office.

1.8 Timetables

The City and respondents shall adhere to the following schedule in all actions concerning this RFP:

- A. On October 11, 2011 the City issues the RFP.
- B. From October 11, 2011 to November 2, 2011, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by 2:30 PM on November 9, 2011 at which time the proposals will be opened.
- D. From proposal opening time the City will review and evaluate the proposals in a timely manner.
- E. The City may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City expects to award the contract in December 2011. The City will notify the unsuccessful respondents when the City Selection Committee has made its written recommendation.

1.9 Delays

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify respondents of all changes in the scheduled due dates by written addenda.

1.10 Proposal Submission and Withdrawal

The City will receive all proposals at the following addresses:

By Mail to:
City of Stuart
Purchasing Office
121 SW Flagler Avenue
Stuart, Florida 34994

By Express or Hand Delivery to:
City of Stuart
Purchasing Office
300 SW Saint Lucie Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the package as follows: **RFP #2011-103 “Debris Monitoring Services”**. The outside of the package shall also include the Respondent’s return address.

Respondents shall submit one original and five (5) copies - each marked "COPY", and one (1) electronic copy (PDF format preferred) on a CD of the proposal in a sealed, opaque package marked as noted above. The respondent may submit the proposal by mail, overnight delivery or in person.

THE CITY MUST RECEIVE ALL PROPOSALS BY 2:30 P.M. ON WEDNESDAY, NOVEMBER 9, 2011.

Due to the irregularity of mail service, the City cautions respondents to assure actual delivery of proposals to the Purchasing Office by the deadline set for receiving submissions. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320 or (772) 288-5308 prior to opening time for proposals. Proposals received after the established deadline will not be opened and will be returned to the respondent.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may withdraw their submissions in person or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. Proposals, once opened become the property of the City and will not be returned to the respondent. Proposals, once opened, become “public records” and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.11 Addenda

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals from the Stuart Purchasing Office, DemandStar by Onvia or have registered with the Purchasing Office. All addenda issued by the City of Stuart in regard to this RFP must be acknowledged. Failure to acknowledge all addenda will result in disqualification.

1.12 Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The City of Stuart supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Accessibility.

1.13 Insurance

The respondent, if awarded a contract, shall maintain insurance coverage as described in Attachment A, maintaining the minimum amounts and coverages as required by the City.

1.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of

the threshold amount provided for in FS 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

1.15 Suspended Vendor: An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

PART II STATEMENT OF WORK

2.1 SCOPE OF WORK

A. INTRODUCTION

The City of Stuart, Florida will require the support of contract disaster debris monitors, and the associated management and accounting services that are required during an emergency, following a debris-generating event such as a hurricane, storm, or other event. The contract monitors are necessary to assure the Federal Emergency Management Agency (FEMA), the Florida Division of Emergency Management (FDEM) emergency plans, and the City of Stuart debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way, and public property.

All firms must be licensed to do business in Florida and be in good standing with the City of Stuart and shall give the City of Stuart priority status. Compliance with all local codes, OSHA Safety Standards, FEMA and FDEM guidelines, and the State of Florida ADA Code will apply.

B. SCOPE OF SERVICES

A) General

- 1) The City will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with local, state, and federal agencies responsible for debris operations. Depending on the size and complexity, local, state, and federal agencies may provide a representative and staff to the Debris Management Center, as necessary, to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The debris management expertise is to provide assistance to the City's Debris Manager and support the efforts of staff at the Debris Management Center.
- 2) Within 48 hours of notification, the Contractor shall provide adequate number of professionals and qualified personnel to monitor approximately 6 debris management areas. The Contractor will be required to increase its staffing from this point depending on the severity of the debris generating event. At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor. As part of this proposal, the Contractor must indicate and explain how they plan to supply adequate personnel to support this scope of work and must describe how they would hire additional personnel to meet the expanded needs of the City.

- 3) The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local requirements.
- 4) The Contractor will provide the debris monitors with the means to communicate (cell phones, satellite phones, radio, etc.) with their supervisor or the Debris Management Center as may be necessary. Contractor supervision is responsible for resolving issues with truck drivers and other contractors' personnel.
- 5) The Contractor will provide temporary office space and temporary sanitary facilities as necessary.
- 6) The Contractor will provide all personnel with vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals necessary to work up to 12 hour days, and up to 7 days per week during emergency. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits. All direct cost associated with monitoring (including those afore mentioned) shall be included in the labor rates.

B. Loading Site Monitoring Services

- 1) The primary function of the Loading Site Monitors is to approve debris load tickets for eligible debris cleared and removed at locations designated by the Debris Management Center.
- 2) Contractor shall, with 48 hours of notification, be prepared to provide qualified on site personnel to monitor debris removal operations throughout the City of Stuart. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12- 14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by the Debris Manager in coordination with the debris removal Contractor.
 - a. Contractor may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The number of "Control Points" must be kept to a minimum and be located at a safe site along the primary haul road to the designated debris management site. The Contractor must be prepared to provide a minimum of two (2) Loading Site Monitors to be stationed at each "Control Point." Each truck driver will provide a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be completed in accordance with established procedures and as a minimum contain either a street address or the nearest intersection to be valid. The volume of debris hauled will be estimated at the debris management site by the City's Debris Management Site Monitor.
 - b. The Loading Site Monitors shall accurately and legibly complete tickets provided by the driver to verify:
 - i. Date
 - ii. Preprinted Ticket Number

- iii. Truck Number
- iv. Truck Capacity in Cubic Yards
- v. Load Size, either in Cubic Yards or Tons (including percent full and certified capacity)
- vi. Truck Driver's Name & Company Name
- vii. Debris Classification:
 - o Burnable
 - o Non-Burnable
 - o Mixed
 - o Vegetative
 - o Construction & Demolition Debris
 - o Other
- viii. Zone/Sector
- ix. Dumpsite Location and Destination
- x. Loading Time (from work site)
- xi. Loading Site Monitor's Name and Signature
- xii. Loading Location by Full Address or Nearest Landmark
- xiii. Any other information required by the City or deemed pertinent by personnel providing the information.

3) Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within the City of Stuart.

4) All Loading Site Monitors must speak proficient English, be a minimum of 18 years of age and have a valid driver's license issued in the United States.

5) All Loading Site Monitors must have work experience in at least one of the following:

Entry level engineer, Construction inspector, Entry level surveyor, Solid waste site operations, Land clearing operations, Solid waste collections, or previous similar monitoring or inspection experience.

6) Supervisors and all identified Loading Site Monitors must attend a ½ day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.

7) Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

C. Debris Management Consulting Services

1) The Contractor will provide, if requested by the City, the services of an experienced professional (Consultant) to assist the City 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 storage and reduction sites, debris recycling and disposal.

Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.

- 2) The Consultant shall report to the Debris Manager. The Consultant shall perform work as assigned, which may include but not be limited to review of plans and procedures, drafting task orders, work plans and reports, audit of Debris Removal Contractor efforts and operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.
- 3) The Debris Manager will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available on site at the Debris Management Center for a minimum of two (2) weeks following mobilization. The Debris Manager will establish the service requirements and length of time those services are need based on the needs of the City.

D. Operational Requirements

- 1) The City will be contracting with a Contractor(s), to remove and transport disaster debris from the public access roadways, rights-of-way, and public property within the City of Stuart to a designated debris management site. Each load of eligible debris shall be tracked using a multi-page load ticket. The Debris Management Center shall provide the load tickets to be used.

E. Miscellaneous Requirements

- 1) Assist the City in the preparation of FEMA and other required agency reports for reimbursement.
- 2) Coordinate with FEMA, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation (FDOT), and other agencies to ensure the debris-related activities meet each agency's requirements for reimbursement eligibility.
- 3) Provide data necessary to provide substantiation for FEMA and state reimbursement.
- 4) As directed, perform other disaster response and recovery activities as necessary.

Contractors must have the resources necessary to perform all aspects related to the scope of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

Contractor experience with and knowledge of FEMA regulations and procedures will be vital to the City's successful recovery efforts. Experience with and knowledge of FEMA regulations and procedures is an evaluative criterion and will be used as part of the evaluation process.

PART III INSTRUCTIONS FOR PREPARING PROPOSALS

3.1 Rules for Submission of Proposals

Individuals or firms interested in providing the required services shall submit one (1) original, marked "ORIGINAL", five (5) copies, each marked "COPY", and one (1) electronic copy (PDF

format preferred) on a CD of the requested qualification data for evaluation. Proposals shall be clear, concise, indexed, typed on letter size paper, and individually bound. Proposals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages must be received in the City of Stuart Purchasing Office by the advertised deadline.

Each respondent should ensure that they have received all addenda to this RFP **before** submitting their proposal. Respondents may check for any addenda by calling (772) 288-5320 or (772) 288-5308, via the City's website: www.cityofstuart.com, or by accessing DemandStar by Onvia at <http://www.demandstar.com>. All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package. Failure to acknowledge addenda will result in the proposal being determined to be non-responsive.

Delivery of a package to any City location other than the Purchasing Office does not constitute official receipt by the City. Any package delivered after the advertised deadline will not be considered.

3.2 Proposal Format

Proposals shall be indexed in the following manner and include the following information:

A Transmittal Letter will summarize in a brief and concise manner the proposer's understanding of the scope of work and make a positive commitment to timely perform the work and all services within budgetary requirements. Only an agent authorized to contractually bind the firm may sign the Letter of Transmittal, the letter must indicate the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to the firm's offer to provide services addressed in the response to the City of Stuart's Request for Proposals. The transmittal letter shall not exceed two (2) pages in length.

Tab 1: Company Profile

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of FEMA requirements and procedures.

Tab 2: Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent.

Describe all quality control implementation procedures sub-contractor supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues.

Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City

staff. Provide information on any disposal diversion plans utilized previously or proposed as part of this plan. Attach copies or samples of tracking reports and reimbursement requests.

Submit an organizational chart outlining operational structure, including personnel to be assigned to the City, segregating the respondent's staff and resources from that of anticipated sub-contractors. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership.

All proposed sub-contractors shall be identified, and the working relationship between the respondent and the sub-contractor shall be explained. Sub-contractors shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Master Contract. The firm shall utilize only competent personnel who are qualified by experience and education. The firm may not make changes in the personnel working on activities pursuant to the Master Contract without written concurrence of the City.

Tab 3: Experience/Knowledge of FEMA Regulations and Procedures

Detail practical experience, including relevant dates, in all aspects of the services identified in this RFP. Describe, in detail, the firm's experience with and knowledge of FEMA regulations and procedures, to include but not be limited to, methods to meet compliance with all required reporting and tracking overall project progress in compliance with FEMA program guidelines.

Tab 4: References/Past Experience

Firms shall provide a description of the experience of the firm with projects of a similar nature within the past three (3) years. The title and a brief description of each project shall include:

- Client (contact person, address, telephone number)
- Year completed
- Nature of work involved in each project
- Total Value of the Project

Tab 5: Compensation/Fee/Cost Schedule

Insert all requested pricing in the attached Price Proposal Form, Schedule A. For Schedule B, provide pricing for all proposed services. Respondents may attach any additional pricing not listed. The proposed fees shall include all overhead and expenses. Include a statement that, to the best of the respondent's knowledge and experience, all proposed costs are reasonable and customary. As an additional attachment, provide any revenue sharing proposal concerning the possible sale of collected materials.

Tab 6: Insurance

Provide a statement agreeing to obtain (prior to award) all Insurance coverages as detailed in Attachment A. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their

qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability **prior to entering into a contract.**

The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.

Tab 7: Non-Collusion/Conflict of Interest Disclosure Statements

Include the following Statement of Non-Collusion:

“The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or implied, that the respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 9: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF PROPOSALS

4.1 Evaluation Method and Criteria

A. General

The City will select the firm or firms which it feels are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests; the evaluation of submittals, and the resulting negotiated Contract. In all instances the City’s decisions will be final.

The City’s Weighted Selection Criteria will include the following:

- 1) **30 Points** – Company Profile/Qualifications: Scoring will emphasize management, organization, availability and experience of staff.
- 2) **25 Points** – Operational Plan: Scoring will emphasize project approach for services requested and proven implementation and/or management strategies by the team for

government clients.

- 3) **25 Points** – FEMA Knowledge & Experience: Scoring will emphasize level of knowledge and experience with Federal Emergency Management Agency (FEMA) regulations and procedures.
- 4) **10 Points** – References/Past Experience: Scoring will emphasize quality of references and successful past experience.
- 5) **10 Points** – Compensation/Fees/Cost: Scoring will emphasize proposed fee, rates, and level of service in relation to proposed fees for each service requested.

B. Confidential Materials

The City of Stuart, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the City for road or public works projects as defined in 119.07(6)(t), F.S. (hereinafter “Confidential Materials”), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated** and each pertinent page must be clearly labeled “confidential” or “trade secret.”

The City of Stuart gives no assurance as to the confidentiality of any portion of the response or other documents or exhibits provided once submitted. It is the responsibility of the respondent to seek counsel and determine applicability of the statute to their particular circumstances prior to submittal of their package.

C. Evaluation of Proposals

A Selection Committee will review and evaluate proposals regarding the qualifications to perform the services required. The selection committee shall consist of City staff.

Proposals shall follow the criteria and informational format outlined above. Proposals will be evaluated using the above weighted criteria. Although cost is an evaluative criterion, it is not necessarily the determining factor in an award of this proposal.

The Selection Committee will make a recommendation for award to the City Commission. The City of Stuart reserves the right to select the most qualified individuals/firms solely from review of the packages submitted and request authorization to negotiate a contract with the highest ranked individual/firm.

Or to interview the most qualified proposers prior to requesting authorization to negotiate a contract with the highest ranked respondent(s). Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews. By submitting a proposal, the respondent agrees to this selection and evaluation procedure.

The City of Stuart reserves the right to request clarification of information submitted and to request additional information from one or more firms.

D. Selection

Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from

review of the packages submitted and request authorization to negotiate a Contract with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate a Contract with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

E. Presentations

The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

F. Negotiations

After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award and authorization to execute a contract.

If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with the respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Paragraph 1.5 above, the City of Stuart reserves the right to award this contract to multiple vendors, to reject all proposals, to waive any irregularities or technicalities, or to re-advertise and solicit for other proposals if it is deemed to be in the best interest of the City.

G. Terms and Conditions

All prospective contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals, selection or award recommendation shall file such dispute in writing with the City Manager. A protest shall be filed not later than the proposal opening date and time, when it concerns the terms and conditions of the solicitation; and within ten (10) days of Commission action when it concerns the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities, informalities or minor irregularities; or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a professional under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

This Request for Proposals does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The City reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the City.

H. Proposed Contract

The successful proposer shall serve at the pleasure of the City Commission. Please review the attached contract (Attachment B) and Sample Work Authorization (Attachment C). Note any objections, or revisions that would be required by the proposer and submit the objections or revisions with the submittal. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of contract are acceptable. This proposal document, any addenda issued during the solicitation process and the successful bidder’s proposal as accepted by the City will become part of the contract by reference and attached thereto. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Contract.

I. Bonding Requirements

A Proposal Guarantee (aka Bid Bond) is required in an amount of \$10,000.00. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier’s Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the city to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

The successful proposer, upon award of a Work Authorization, will be required to furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

J. Contact Person

All questions or requests for additional information shall be directed to Rebecca S. Begley, CPPB, A.P.P., FCCM, Contracts Administrator, at 772-288-5308, fax 772-288-5381, email: rbegley@ci.stuart.fl.us or to Terry Iverson, Purchasing Manager, at 772-288-5320, fax 772-600-1202, email: tiverson@ci.stuart.fl.us

PART V
PRICE PROPOSAL FORM
SCHEDULE A
DISASTER DEBRIS MONITORING

Personnel Description	Unit of Measure	Hourly Labor Rate
Project Manager	Each	\$
Debris Monitor Supervisor	Each	\$
Debris Monitor	Each	\$
Debris Management Consultant	Each	\$

PART VI ATTACHMENTS

- Attachment A: Insurance Requirements
- Attachment B: Proposed Standard Contract
- Attachment C: Sample Work Authorization
- Attachment D: Maps
- Attachment E: Debris Management Plan

ATTACHMENT A to RFP #2011-103 Debris Monitoring

INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for contractors who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the Proposer has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability.
2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Proposer shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Proposer shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Proposer. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$100,000 Each Accident, \$100,000 Each Disease/Employee and \$500,000 Each Disease/Maximum.
4. Commercial General Liability: The Proposer shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. These limits shall apply on a Per Project Basis. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits and shall include Completed Operations coverage.
5. Automobile Liability: The Proposer shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than \$1,000,000, including Owned, Hired, and Non-Owned and shall include an endorsement for Pollution Liability to cover any hauling. This insurance shall also insure the City to the same limits.
6. Umbrella Liability: With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
7. Hazardous Materials Insurance: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if

hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:

- a. **CONTRACTORS POLLUTION LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including, but not limited to, all hazardous materials identified under the contract.
- b. **ASBESTOS LIABILITY** – For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.
- c. **DISPOSAL** – When applicable, the CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.
- d. **HAZARDOUS WASTE TRANSPORTATION** – When applicable, the CONTRACTOR shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA identification number.
- e. **CERTIFICATES OF INSURANCE** – Shall clearly state the hazardous material exposure work being performed under the contract.

8. Certificates of Insurance: the Proposer upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- a. The name of the insured Proposer, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Pollution Liability, and Automobile Liability Insurance.

ATTACHMENT B

**PROPOSED CITY OF STUART
UNIT PRICE CONTRACT**

PROJECT: DEBRIS MONITORING SERVICES

CONTRACTOR: _____

UNIT PRICE AGREEMENT

THIS UNIT PRICE MASTER AGREEMENT, hereinafter "Agreement," made this ____ day of _____, 2011, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and _____, hereinafter called the "CONTRACTOR."

WITNESSETH:

1. DESCRIPTION OF WORK

It is agreed that the work to be done under this Agreement is described in the contract documents listed in "Exhibit B" attached hereto. A copy of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

2. PROJECT MANAGER

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the City is:
Dave Peters, Assistant Public Works Director
121 SW Flagler Avenue
Stuart, FL 34994
Phone: (772) 288-1292

The Project Manager for the Contractor is:
TBD

3. TIME OF PERFORMANCE

3.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be January 1, 2012. Term of this agreement shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual agreement of the parties. Consideration of price adjustments at each renewal period will be given provided such escalations are reasonable

and acceptable to the City. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

3.2 Work Authorization (WA)

Each "Work Authorization" shall specify the Period of Service agreed to by the City and the Contractor for services to be rendered under said "Work Authorization". The Contractor shall furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

If the Contractor's Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

4. CONTRACT PAYMENT AND CONTRACT TERM

The City shall pay the Contractor for the performance of this Agreement and satisfactory completion of the project in accordance with the unit prices as specified in "Exhibit A". Partial payment requests based on the amount of work completed shall be allowed, and will be made within thirty (30) days after the work being billed is accepted by the Project Manager of the City.

The term of this Agreement shall be for one (1) year from January 31, 2012 and may be extended for up to four (4) additional one (1) year terms, unless the contract is terminated by the City.

5. AUDIT

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

6. CONTRACTOR RESPONSIBILITY

6.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

6.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

6.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

7. INDEMNIFICATION

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

8. INSPECTION

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

9. INSURANCE

9.1 Requirements.

Contractor shall procure and maintain insurance, in amounts acceptable to the City, which names the contractor, its officers, board members, employees and agents as additional insured on

General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit B" attached hereto.

9.2 Certificate of Insurance.

Certificates of all insurance required from the Contractor shall be attached to this Agreement and shall be subject to the City's approval for adequacy.

10. GENERAL PROVISIONS

10.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

10.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

10.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

10.4 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later

determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

10.5 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

10.6 Contractor's Project Team

The Contractor's Project Team must remain as negotiated for the term of the contract. Any substitutions or revisions to the project team must be formalized by addendum to this agreement and executed by the Contractor and the appropriate City officials.

11. DEFAULT / TERMINATION

11.1 Termination for Convenience

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

11.2 Termination for Cause

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Primary Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 11.2., it is determined for any reason that the Primary Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 11.1 of this contract which allows the City to terminate the Primary Contractor for convenience.

12. CONFLICTS WITH OTHER CLAUSES

Should the Exhibits, attached to and made part of this Agreement, contain any clauses which conflict with any clauses in this Agreement, the clauses in this Agreement shall take precedence.

13. EXHIBITS INCLUDED IN AGREEMENT

- Exhibit A** "Proposal as submitted by contractor and accepted by the City"
- Exhibit B** "Original RFP #2011-103 as issued by the City, including all addenda"
- Exhibit C** "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

JEFFREY A. KRAUSKOPF
MAYOR

**APPROVED AS TO FORM
AND CORRECTNESS:**

MICHAEL D. DURHAM
CITY ATTORNEY

WITNESSES:

CONTRACTOR:

BY: _____

(Print)

EXHIBIT A
PROPOSAL AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY THE CITY

EXHIBIT B
ORIGINAL RFP #2011-103 AS ISSUED BY THE CITY, INCLUDING ALL ADDENDA

EXHIBIT C
INSURANCE AND INDEMNIFICATION

ATTACHMENT C

“SAMPLE”

WORK AUTHORIZATION #___ TO THE AGREEMENT FOR DEBRIS MONITORING SERVICES BETWEEN THE CITY OF STUART AND THE FIRM OF XXXXXXXX

PROJECT DESCRIPTION: *NAME OF PROJECT*

I. PURPOSE

This is an attachment to the Master Agreement for Debris Monitoring Services dated XXXXX between the City of Stuart (CITY) and the firm of XXXXX. (CONTRACTOR) and made a part thereof. The purpose of this Work Authorization is to specify the required services of the CONTRACTOR to perform debris Monitoring services in accordance with the scope of work described in the Master Agreement for *Project Name*.

II. CONTRACTOR'S SERVICES

The CONTRACTOR shall perform debris Monitoring services in response to *Project Name*.

The CONTRACTOR shall furnish a payment bond and a performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida, each equal to one hundred percent of the total amount of the Work Authorization to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

III. GENERAL SCOPE OF WORK

The CONTRACTOR's services shall include, but not be limited to, the following services as described in Request For Proposals (RFP) #2011-103 and the Unit Price Contract that governs this Work Authorization.

IV. CITY RESPONSIBILITIES

The CITY will provide specific data for *project*.

V. WARRANTY

The CONTRACTOR warrants that the work performed under this work authorization will be of the highest quality and conform to industry standards.

VI. AMERICANS WITH DISABILITIES

The CONTRACTOR shall ensure compliance with all applicable governmental accessibility standards, including without limitation those applicable under Section 35.151 CFR.

VII. SCHEDULES AND TIME CONSTRAINTS

Upon receipt of the Notice to Proceed, the CONTRACTOR shall provide a work schedule, an anticipated payment schedule and mobilize all necessary personnel and equipment. The total time allowed for the CONTRACTOR's services required under this Project Authorization shall be XXXX (XX) days (hours) from the date of the Notice to Proceed.

VIII. COMPENSATION

Payment for all services will be in accordance with the Master Agreement. Total compensation shall, be based on the work for all services, material, supplies and any other items or requirements necessary to complete the work as described herein to include actual salary costs, overhead and profit in an amount equal to 100% of actual salary cost and reimbursement of actual direct non-salary expenses shall not exceed XXXXXXXXXXXXX dollars (\$XXXX). Out of pocket expenses including postage, printing, copying and long distance telephone calls shall be included and billed at the CONTRACTOR's actual cost.

IX. ATTACHMENT

The Payment Bond and the Performance Bond is attached to and made part of this Work Authorization.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

CONTRACTOR: *FIRM*

(SEAL)

By: _____
(Signature)

BY _____
Corporate Officer Name & Title

ATTEST:

Date _____

=====

APPROVED AS TO COMPLIANCE WITH PURCHASING & CONTRACTS POLICIES AND PROCEDURES

Charles T. Iverson, Purchasing Manager

Date _____

=====

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS APPROVED

Samuel T. Amerson, Director Public Works

Date _____

=====

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF STUART CITY ONLY

BY: _____
Michael D. Durham, City Attorney

Date _____

=====

CITY OF STUART

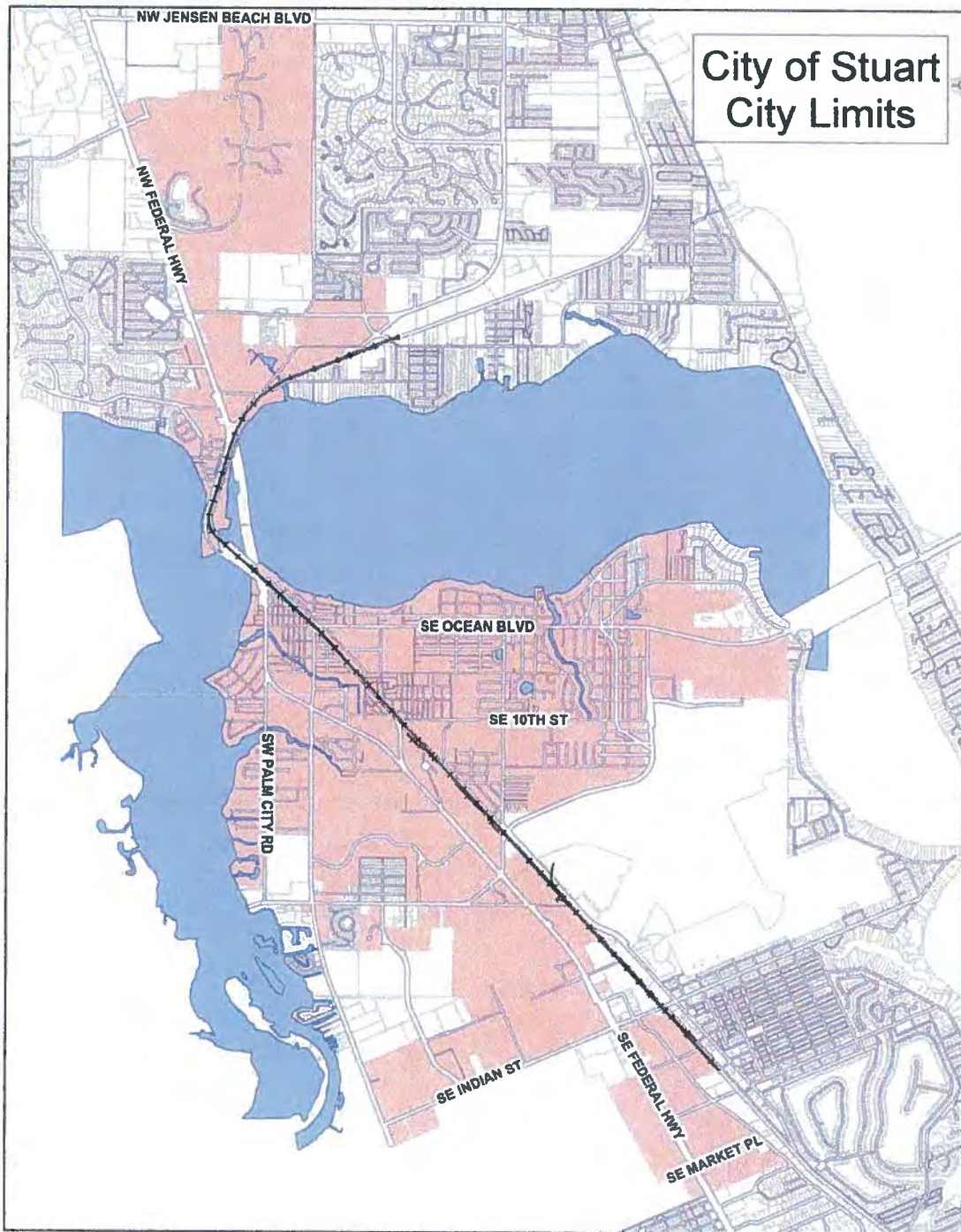
Paul Nicoletti, City Manager

Date _____

ATTACHMENT D to RFP #2011-103 Debris Monitoring

City Maps

**Map 1
City Limits Map**



Map 3

Debris Management Area



ATTACHMENT E to RFP #2011-103, Debris Monitoring Services

Debris Management Plan



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Rebecca S. Begley, CPPB, A.P.P., FCCM
Contracts Administrator
rbegley@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 288-5381
www.cityofstuart.us

Date: October 25, 2011
To: All Prospective Proposers
Subject: Addendum #1 to RFP #2011-103: Debris Monitoring Services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the bid documents.

Revisions, Clarifications, Corrections

1. **Deletion:** On page 11, Tab 5: Compensation/Fee/Cost Schedule - "Schedule B, provide pricing for all proposed services." is hereby **DELETED**.

This Addendum shall be considered an integral part of the Bid and Contract Documents and this Addendum must be acknowledged, signed and returned with your bid. Failure to comply may result in disqualification of your bid.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

Sincerely,

Rebecca S. Begley, CPPB, A.P.P., FCCM

Acknowledgement is hereby made of Addendum #1 to RFP #2011-103: Debris Monitoring Services

Signature

Firm

Date