

# WATERFRONT WALL FINISHES

## TRASH COLLECTING VESSELS USED



# TrashBoat

Floating Debris Collection

## Why use this skimmer boat vessel?

After researching the many different skimming vessels that serve to clean up floating debris, we quickly realized one important thing;

As an experienced boater in South Florida, one thing you know is that saltwater is not forgiving to vessels and if a part can break, it usually will.

The use of a skimming vessel that mainly operates from maintaining only one moving part, the engine will eliminate complex maintenance to result in the efficiency.

Our operations team simply drives over the floating debris and trap it in the middle of the pontoons that collect it to transfer to our mobile containers. Finally, the pile collected is transported to the final debris trailer.

Our work vessel provides us the elimination of the inefficiencies of repeated stops and manually skim out individual pieces of debris that float on the canals.

In addition, our vessel has a weight capacity of over 1,890lb of debris before heading back to the unloading station, which allows for us to provide great productivity without the unnecessary trips of a less serving skimming vessel.

No matter what vessel is chosen, the operations team will have to manually capture debris in the areas closer to docks, docked boats and sea walls. In turn if of trying to reach 8-10' from a sitting position, we have over 150 sq.' of walkable space with handrails that collect all debris from all angles and position of the vessel. These conditions allows our company to be very efficient with any water skimming project.

**THE LESS MOVING PARTS, THE MORE EFFICIENT!**

## How to determine Capacity and Demand of Ft. Lauderdale's waterways?

- We look to our neighbor north of Fort Lauderdale, Pompano Beach, which has 27 miles of canal waterway that collects about 1,000 cubic yards of debris in a year, per an article published by Marie Puleo ; (<https://www.elastec.com/pompano-launches-new-canal-cleaning-boat/> )
- Ft Lauderdale has 6 times more waterways than Pompano Beach (165 miles/27 miles = 6.1)
- Using these already published calculations, Ft Lauderdale should have around 6,000 Cubic Yards of debris each and every year.

**As a result, our estimate is 6,000 Cubic Yards a Year in debris collection.**

### How much does this amount of debris collection weight?

Using the national averages on Cubic Yard measurement we calculated the following results;

- 1 cubic yard of Residential solid waste = **350lbs/cubic yard**
- 1 cubic yard of floating mulch/vegetation debris = **1,000lbs/cubic yard**
- 1 cubic yard of Seawater = **1,728lbs**

$$(350+1000+1728/3=1,026CY)$$

**On average the City of Fort Lauderdale will need to move 1,026 pounds of debris that totals 1 Cubic Yard.**



# Pompano Launches New Canal Cleaning Boat

BY MARIE PULEO

Every month, a cleanup crew patrols over 100 of Pompano's canals on a work boat, fishing out trash using nets and gaffs, a slow and difficult process. But the

designed for canal cleaning," said Russ Ketchem, the city's solid waste operations manager. "We would purchase a vessel and modify it to suit our needs. This new boat was actually designed for canal cleaning operations, so it is much more efficient and effective."

The new trash collection boat, which cost \$93,000, was purchased with funds collected through the monthly fee that residents pay for garbage collection.

Around 1,000 cubic yards of debris are hauled out of the city's canals annually, said Ketchem. This debris has included everything from plastic bottles, coconuts, seaweed and palm fronds, to whole palm trees, dock pilings, floating docks, mattresses, refrigerators, lots of dead animals (iguanas, dogs, ducks, a wild boar, a skinned alligator and several manatees), and even other motor boats.

"When I see debris in the water, I have to get it out because it could damage a boat motor," said Jerry Burke, who has been a Pompano canal boat captain for the past 15 years.

To remove large items from the water, Burke secures them with a tough, double-threaded Teflon rope and drags them behind the boat. Some items, such as refrigerators, need to be

removed with a dredge boat.

Even with the new trash skimmer boat, workers will still need to manually dip-net or gaff items out of the water when the debris is under boat docks or too close to obstructions, such as other boats or seawalls.

The old boat, a pontoon the city has had since 2002, will continue to be used in addition to the new boat during certain times of the year, when larger amounts of debris are pushed into the canals, said Ketchem.

Pompano's canal cleaning operation, which covers 27 miles of canal waterway, is divided into four zones, with each zone taking about one week to complete. The city only cleans the canals fed from the ocean and Intracoastal Waterway, which are east of Dixie >>>



city's recent purchase of an automated skimmer boat is expected to improve efficiency and increase the volume of debris collected from the city's waterways.

The new, state-of-the-art canal cleaning vessel – a catamaran made of marine-grade aluminum – "drives" over the floating debris, catching it in a basket-like compartment between the two hulls. When the basket is full, it is removed from the boat, emptied into a trash truck and placed back on the boat.

"The city has never had a boat that was actually

**Scoo-Bee, the new canal cleaning boat** FRONT Beth Dubow, Recycling Coordinator; Kerven Lindor, Solid Waste Foreman  
ON BOAT Jerry Burke, Boat Captain; Winston Blake, Boat Captain  
Photo by Jeff Graves

# Reasons why to choose a dedicated Trash boat (like Pompano's Example).

## Weight Limits on boats and why our Trash Boat is the right choice.

### --Average Weight Limit of a 16 Foot Jon Boat

A 16-foot Jon Boat will on average weigh about 360 pounds not including the motor and hold around 990 pounds of people and gear. So, what this means is that after calculating engine 120lbs, fuel 180lbs, with 2 people (400lbs) your left with:

**NET: 290 lbs debris (about ¼ Cu/Yds)**

### --Average Weight Limit of a 22 Foot Pontoon boat

In short, most pontoon boats weigh around 2,200 pounds including the motor and hold around 2,000 pounds of people and gear. So, what this means is that after calculating fuel 210 lbs. and 2 people (400lbs) you're left with:

**Net: 1,390 lbs. debris (about 1.4 Cu/Yds)**

### --Weight Limit of a 22 Foot Trash Boat with pontoons:

Trash boats weigh around 2,300 pounds including the motor, and hold around 2,500 pounds of people and gear. So, what this means is that after calculating fuel 210 lbs. and 2 people (400lbs) you're left with:

**Net 1,890 lbs. debris (almost 2 Cu/Yds)**

**More Debris removed and less trips to dump!**

## Transfer System

With each cubic yard weighing about 1,000 lbs we decided to go with this mobile dumpster containers that our durable and can handle the weight.

### ----From Vessel to Dump without touching the ground

- We will have 3 of these per vessel
- Load capacity of **750 lb**
- 1/2 Cubic Yard capacity each
- Leak proof –No mess/ touching ground during unloading to Dumpster.



Ruggedly built for collecting, transporting and dumping bulky materials. One piece seamless rotational molded gray polyethylene dump truck body cleans easily, won't dent, corrode or absorb moisture, and is leak-proof.

# Debris Dumpster

With all weight needed to remove this watered down debris we choose a double axel trailer

## DUMP TRAILER - TRC612LP - CONTRACTOR SERIES



SPECIFICATIONS	\$	\$
Model#	TRC612L6	TRC612L6-DE
GVWR: #	12,000 lbs.	12,000 lbs.
Curb weight: (standard gate)	2,860 lbs.	2,975 lbs.
Payload capacity:	<b>9,140 lbs.</b>	<b>8,980 lbs.</b>
Volume: (level)	5.16 cubic yards	(10 yards) 288 cubic ft.
Bed size width x length:	72" x 143.5"	
Deck height:	28"	
Side plate height:	48"	
Tire size:	235/80R16 E (radial)	
Axle capacity: (2)	6000 lbs.	
Cylinder bore x length:	3.5" x 34"	



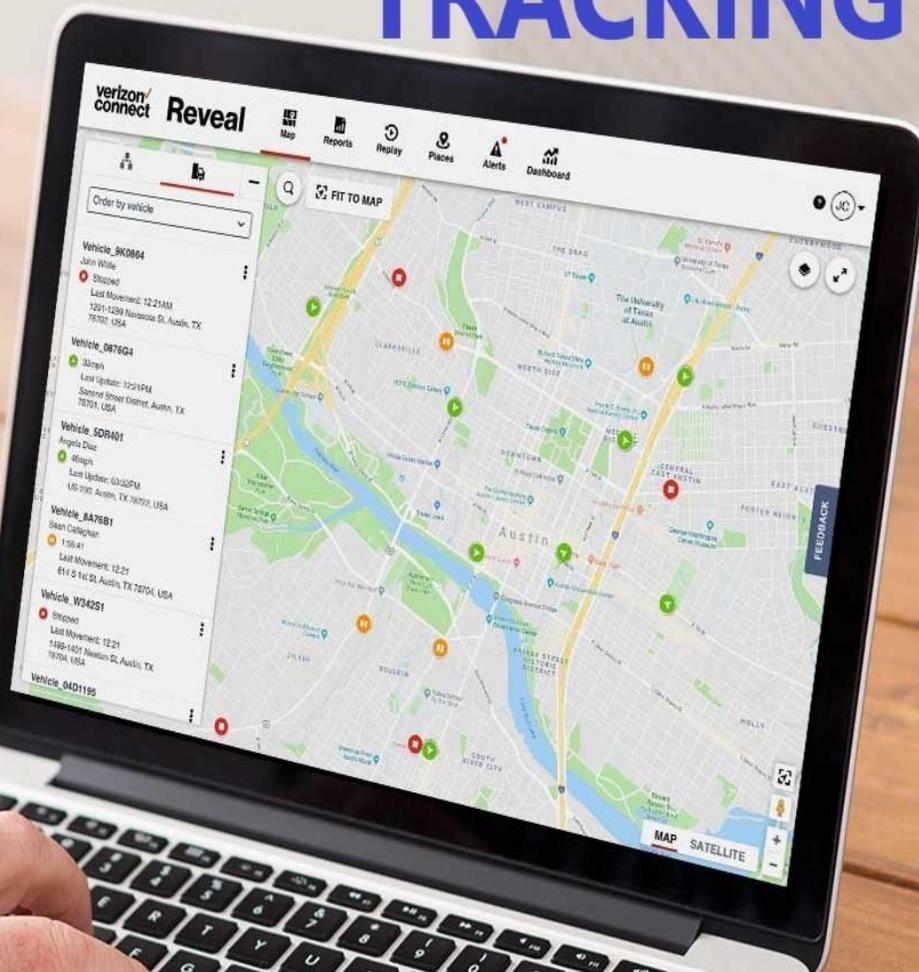
*Optional Barn door, full height, extensions*

that will handle load and it has a small profile to fit into a normal car parking lot space.

At an average of **1,000lbs per cu/yds** this Dumpster can haul 9 yards/trip.

# WATERFRONT WALL FINISHES GPS TRACKING SYSTEM

## REAL TIME 24/7 GPS TRACKING



\* LIVE UPDATES

\* TRACKS ALL VEHICLES  
AND VESSELS ON  
COMPUTER

\* SEE ALL CURRENT AND  
PAST ROUTES

# Zone Areas and Estimate hours of Debris Clean Up

I personally visited the majority of the zones at both, high tide and low tide in the past few days. I went up and down the water ways through most of the canals and zones to have a better outlook and estimate on the timeframe and hours of work it should take our company, Waterfront Wall Finishes to complete each Zone. After visiting the majority of the zone sites for clean up, I feel confident that the calculations of Waterfront Wall Finishes represent the following findings with details;

We estimate each inlet will take nearly 30 minutes depending on length.

Proposal of 1 month operations schedule for July 2019:

July 1<sup>st</sup> – Monday - **Zone 1 – roughly 16 Individual canals = 2 full size boat – 1 day**

July 2<sup>nd</sup> – Tuesday - **Zone 2 – roughly 28 Individual canals = 2 full size boats– 1 day**

July 3<sup>rd</sup>–Wednesday – **Zone 3 – roughly 31 Individual canals = 2 full size boats – 1 day**

July 5<sup>th</sup>– Friday – **Zone 4 – roughly 25 Individual canals=2 full size boats– 1 days**

July 8<sup>th</sup> – Monday – **Zone 5 – roughly 12 individual canals=1 full size boat– 1 day**

July 9<sup>th</sup>– Tuesday – **Zone 6 – roughly 19 individual canals=2 full size boat—1 day**

July 10<sup>th</sup> – Wednesday – **Zone 7 -- roughly 16 individual canals= 2 full size boats – 1 day**

July 11<sup>th</sup> – Thursday – **Zone 8 -- roughly 17 individual canals= 2 full size boats – 1 day**

July 12<sup>th</sup> – Friday – **Zone 9 – roughly 4 individual canals = 1 full size boat – 1 day**

July 15<sup>th</sup> – Monday – **Zone 10 -- roughly 10 individual canals = 1 full size boat – 1 day**

July 16<sup>th</sup> – Tuesday – **Zone 11 – roughly 15 individual canals = 1 full size boat – 1 day**

July 17<sup>th</sup> – Wednesday – **Zone 12 – roughly 7 individual canals = 1 full size boat – 1 day**

July 18<sup>th</sup> -- Thursday – **Zone 13 – roughly 25 individual canals = 2 full size boats – 1 day**

July 19<sup>th</sup> – Friday – **Zone 14 – roughly 1 individual canal = 1 full size boat – 1 day**

July 22<sup>nd</sup> – Monday – **Zone 15 – roughly 10 small lakes = 2 full size boats – 2 days**

July 24<sup>th</sup> – Wednesday – **Zone 16 – Southern Intercoastal = 2 full size boats – 1 day**

July 26<sup>th</sup> – Friday – **Zone 17 – Northern Intercoastal = 2 full size boats – 1 day**



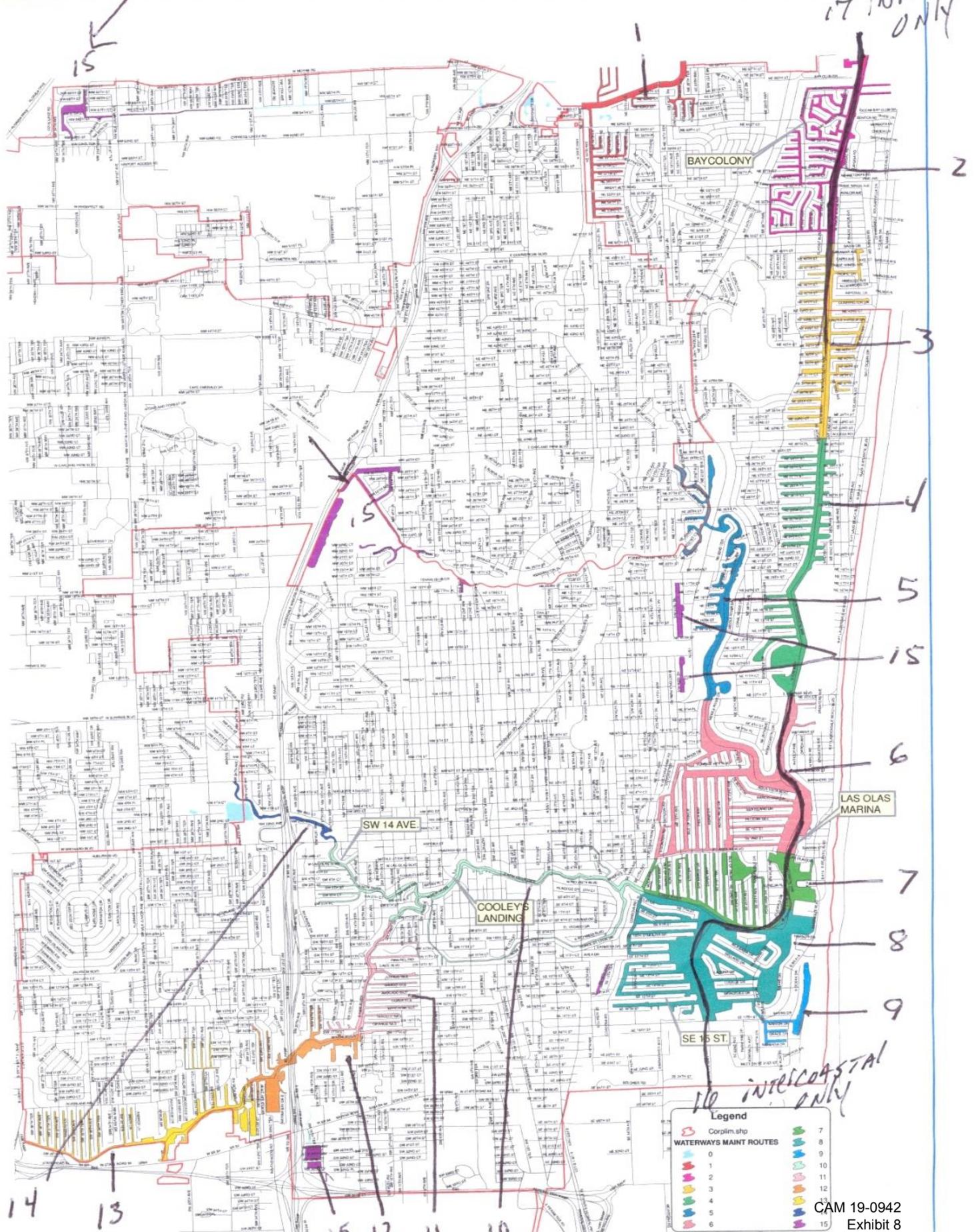
# City of Fort Lauderdale

Office of the City Engineer

## Waterway Maintenance Routes and Boat Launching Sites



*17 INTRACOASTAL ONLY*



**Legend**

Corplan.shp

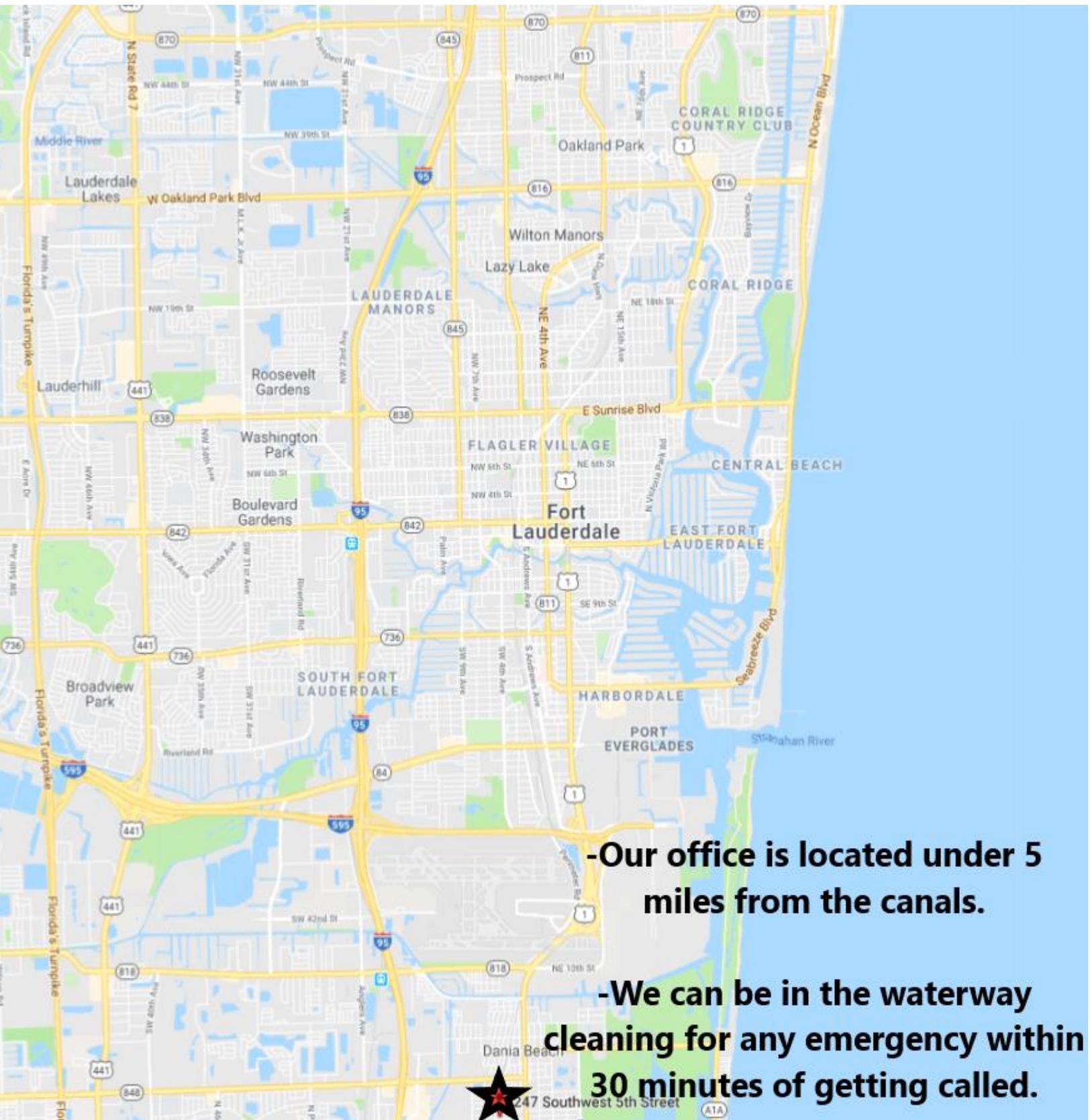
**WATERWAYS MAINT ROUTES**

0	7
1	8
2	9
3	10
4	11
5	12
6	13
	14
	15

*10 INTRACOASTAL ONLY*

# WATERFRONT WALL FINISHES

## OFFICE LOCATION



**-Our office is located under 5 miles from the canals.**

**-We can be in the waterway cleaning for any emergency within 30 minutes of getting called.**

**★ 247 Southwest 5th Street**



Governmental Center Annex  
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**WATERFRONT WALL FINISHES, LLC**

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

**County Business Enterprise (CBE)  
Small Business Enterprise (SBE)  
Anniversary Date: May 1<sup>st</sup>**

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

**A Service of the Broward County Board of County Commissioners**  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



www.altersurety.com

February 13, 2019

RE: WATERFRONT WALL FINISHES

247 SW 5<sup>th</sup> st.,

Dania Beach, Fl 33004

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for Waterfront Wall Finishes, LLC. Their surety is Old Republic Surety Company, which carries an A.M. Best Rating of A VII (Excellent) and listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we anticipate providing Performance and Payment Bonds for single size jobs in the \$750,000 range and \$750,000 in the aggregate. These amounts should not be construed as a limit but rather a guide to handle their day-to-day needs. We obviously reserve the right to review all contractual documents, bond forms, and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

Waterfront Wall Finishes, LLC. is an excellent contractor and we hold them in high regard. Obviously, we feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Jonathan Bursevich  
Resident Agent

5979 Now. 1 51st Street Suite 202

Phone: 305-51 7-3803

Lakes, Florida 3301 4

Fax: 305-328-4838

# WATERFRONT WALL FINISHES JOURNEY

I have owned and operated 3 companies in Albany, NY for 16 years and still own them today

--1 Pizza Restaurant with positive cash flow

--1 Construction Company with Positive cash flow

--Own Several Multifamily Units with Positive cash flow

- I wanted a new life.... So, I bought a boat, fixed her up and moved to Ft. Lauderdale. I lived off Las Olas Blvd, with boat docked at Isle of Venice for a few years.
- I met a woman here and took her sailing in the Caribbean. I then married this woman and had 2 beautiful children with her

After starting back up the company in 2017 in Broward County Waterfront Wall Finishes has been growing ever since and also growing a family.

Ft. Lauderdale is where my heart is and will always be.



## Who will be your representative's on your waterways?

--We have assembled a team of individuals that have strong work ethic and integrity.

--Business owner with over 16 year's of experience running jobs, keeping schedules, while maintaining high quality.

--Security Specialist with over 6 years working in the NYS Department of corrections in NY and special events at Hard Rock Stadium.

--Handyman that has cleaned hundreds of rental units.

--Yamaha Engine Mechanic. Currently repairs vessels and would also double as our fleet mechanic.

--We would not subcontract any part of this work out to anyone.

Ft. Lauderdale Waterways and canals give the city a sense of pride, as well as the owners that are on the canals love living in the Venice of America. We would only conduct our job in a professional way to keep that pride alive. This is our home as well.

# Qualifications of Debris removal:

## 7 years of debris removal services

- Beach and River clean-up with Chive International- 02/2013-Current.

Organized over 30 people to clean up trash and miscellaneous debris on beach and waterways of Broward County 4 times a year. Disposing of 600-800lb of debris.

Chive—Ft Lauderdale Division  
9430 Live Oak Place, Davie, FL 33324  
Scott Fry: (954) 257-4426

- Albany County Environmental Services and Waterway Conservation 05/2016--9/2017

Removing trash and debris in the Hudson River and Mohawk River. This was done alongside Albany County Environmental Services along with water quality testing.

625 Broadway  
Albany, NY 12233  
Mitch Connors: (315) 271-8523

- Section 8 Development Debris removal- 09/2014-12/2018

Responsibilities include disposing of debris/garbage of section 8 apartment buildings, recycling and disposing of trash properly. Removing on average between 10 and 15 cubic yards of debris each week.

Smith Quality Properties.  
159 Lark St, Albany NY 12201  
Matthew Smith-609-364-7662

- Construction site cleanup 132 New Units 04/2012-09/2014

Cleaned up all construction materials and debris before, during and after the construction process. Parts of the cleanup include concrete and garbage removal, picking up any small debris from the perimeter left over from the construction process. We had a crew of 6 people working removing an average of 15-20 cubic yards of debris. This was done in conjunction with DGA building in Malta, NY.

DGA Building  
One Corporate Place, Suite 100  
Pittsford, NY 14534  
William Phillips -585-586-7800

**Matthew S. Smith**  
247 SW 5<sup>th</sup> ST,  
Dania Beach, FL 33004  
954-589-5853-Office  
609-364-7662-Mobile



**Work Experience:**

- **Owned and Operated a Construction Company: 2002-Present**

Responsibilities included: Finding New Contracts, making sure work was done in a timely manner, hiring new workers, Preparing Invoices, maintaining all the paperwork associated with owning your own business. Work performed: Painting, Pressure washing, Wallpaper, Demolition, and clean up.

- **Construction site cleanup 132 New Units  
04/2012-09/2014**

Cleaned up all construction materials and debris before, during and after the construction process. Parts of the cleanup include concrete and garbage removal, picking up any small debris from the perimeter left over from the construction process. We had a crew of 6 people working removing an average of 15-20 cubic yards of debris. This was done in conjunction with DGA building in Malta, NY.

- **Purchased, Restored and Managed Rental Property in NY and NJ  
Build 5 building from 1-4 units a piece. (Currently have a property manager)  
2008-Present**

Responsibilities included: Researching the right investment for the money and area. Obtaining quotes from other contractors, scheduling workers, Inspectors, and renting out the units. Performing buyouts with contractors and keeping within a budget and scheduling timelines.

**Training and Licensing:**

- Associates Degree in Aviation Engineering
- Certificate of Competency for Broward County
- OSHA Certified with 30hr, and 10hr rating

**Jason A. Meier**  
2330 Pierce Street  
Hollywood, FL 33020  
Mobile: 315-337-1863  
Email: [jason.meier444@gmail.com](mailto:jason.meier444@gmail.com)



Captain of Vessel: Owned and operated a boat for 8 years.

- **Work Experience:**

**Section 8 Development Debris removal**

**Redburn Development LLC Troy, NY**

**Dates Employed:** 09/2014-12/2018

**Duties, Accomplishments, Related Skills:** Responsibilities include disposing of debris/garbage of section 8 apartment buildings, recycling and disposing of trash properly. Removing on average between 20 and 30 cubic yards of debris each week. This was done in conjunction with Redburn Development, LLC, Troy, NY.

**Hard Rock Stadium**

**Dates Employed:** 09/2018 - Present

**Job Title:** Stadium Critical Response Team Supervisor

**Duties, Accomplishments and Related Skills:** I respond to incidents at the Hard Rock Stadium such as fighting or disorderly conduct. I then report my finding of the incident my supervisor or to the police and take action when needed.

**New York State Department of Corrections**

**Dates Employed:** 08/2012 – 12/01/2018

**Duties, Accomplishments and Related Skills:** Care, custody and control of inmates of up to 84 inmates in a maximum-security state correctional facility. Controlled movement of inmates and supervise them in the mess hall, yard, industry and school areas.

**James Sherlock**  
**231 Marine Court**  
**Lauderdale By The Sea, FL 33308**  
**508-714-1662**

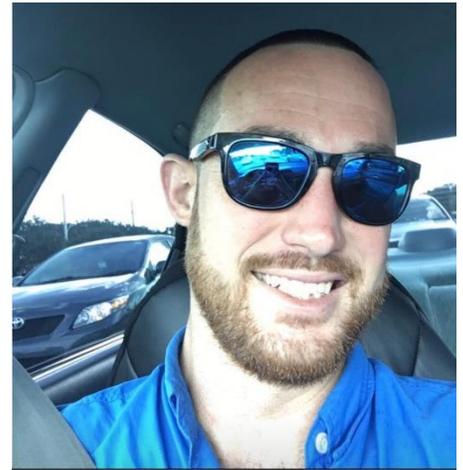


**Employment History:**

- **Waterfront Wall Finishes- Dania Beach, FL**  
**Dates Employed:** Feb 2017- Present  
**Job Title:** Painter/Laborer  
**Duties, Accomplishments and Related Skills:** Debris removal, Pressure washing, Painting. Operation of heavy machinery and loading and dumping 14 cubic yards dump trailers full of debris.
- **Sherlock Quality Properties LLC- Massachusetts**  
**Dates Employed:** June 2011- Feb 2017  
**Job Title:** Owner  
**Duties, Accomplishments and Related Skills:** Empty out apartment units for Redburn Construction LLC. We removed 5-10 yards of debris every week, painted and fixup the units for new tenants.

**Kevin T. Rozankowski**

302 Lakeview Dr,  
Weston FL 33326  
(954) 200-3938



**BOAT MECHANIC 9 YEARS**

- **Training:** **Universal Technical Institute (UTI) Orlando, FL**  
Diploma-Automotive Technology  
Graduation: June 5, 2009

- **Work Experience:**

**Best Boat Club—Ft. Lauderdale, FL**

**Dates Employed:** 01/2016 - Present

**Job Title:** Boat Mechanic

**Duties, Accomplishments and Related Skills:** Repair all rental boats, Over-hauling Yamaha engines. Troubleshoot all Electrical and Mechanical boat issues.

**Bayfront Marine--Naples, FL** Oct 2011- Jan 2016

**Dates Employed:** 09/2018 - Present

**Job Title:** Stadium Critical Response Team Supervisor

**Duties, Accomplishments and Related Skills:** Responsibilities: Rental Boat maintenance, Rentals, boat storage assistance

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# REFERENCES

<http://betterboat.com/pontoon/average-pontoon-boat-weight-10-common-examples/>

Average pontoon boat weights and

<https://jonboatplanet.com/average-jon-boat-weight-capacity-with-examples-by-length/>

weight of skiffs/john boats

[https://www.swaploader.com/wp-content/uploads/2015/02/Cubic\\_Yardage\\_Chart.pdf](https://www.swaploader.com/wp-content/uploads/2015/02/Cubic_Yardage_Chart.pdf)

Average weights in cubic yards.

<https://www.globalindustrial.com/p/material-handling/trucks-carts/tilt-trash-refuse/gray-plastic-tilt-truck-1-2-cubic-yard-capacity-750-lb-capacity-1>

transfer method.

<https://www.onestepgps.com/>

24/7 GPS monitoring

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to provide Waterways Cleaning and Reporting Services for the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

### 1.3 Pre-proposal Conference

There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and.

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

### 1.5 Point of Contact

For information concerning [procedures for responding to this solicitation](#), contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at [adiaz@fortlauderdale.gov](mailto:adiaz@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

(See addendum section of BidSync Site). Contractors please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

*END OF SECTION*

## **SECTION II - SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

RFP General Conditions (Form G-107, Rev. 08/18) are included and made a part of this RFP.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### **2.4 Proposer's Costs**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### **2.5 Pricing/Delivery**

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the City's Cost Proposal page and provide costs as requested in this RFP may deem your proposal non-responsive.

Contractor shall quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

### **2.6 Invoices/Payment**

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's

satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

## **2.7 Related Expenses/Travel Expenses**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

## **2.8 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.9 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

## **2.10 Acceptance of Proposals / Minor Irregularities**

**2.10.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.10.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.11 Modification of Services**

**2.11.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.11.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.11.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.11.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**2.12 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.13 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

**2.14 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.15 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.16 Minimum Qualifications**

Proposers shall be in the business of providing waterway debris removal or any similar removal services on a waterway and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.16.1** Proposer or principals shall have relevant experience in waterway debris removal or any similar removal services on a waterway. Project manager assigned to the work must have experience in the same and have served as project manager on similar projects.

**2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.16.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.16.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## **2.17 Lobbying Activities**

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <https://www.fortlauderdale.gov/home/showdocument?id=6036>.

## **2.18 Local Business Preference**

**2.18.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

**2.18.2** Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.18.3** Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**2.18.4** The complete local business preference ordinance may be found on the City's web site at the following link:

[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=CO\\_OR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=CO_OR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)

### **2.18.5 Definitions**

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

### **2.19 Protest Procedure**

**2.19.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

**2.19.2** The complete protest ordinance may be found on the city's web site at the following link: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-182DIREPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR)

### **2.20 Public Entity Crimes**

Proposer, by submitting a bid, certifies that neither the Bidder nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

### **2.21 Subcontractors**

**2.21.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any

subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.21.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.21.3** Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.22 Proposal Security – N/A**

**2.23 Payment and Performance Bond – N/A**

**2.24 Insurance Requirements**

**2.24.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

**2.24.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.24.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

#### **Contractors Pollution Liability Coverage**

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

#### **Disposal Coverage**

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 \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

#### **Hazardous Waste Transportation Coverage**

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 in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

#### **Watercraft Liability**

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

#### **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### **Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

#### **2.24.4 Insurance Certificate Requirements**

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301

- 2.24.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured

retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

**2.24.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.24.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

**2.24.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

**2.24.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

**2.24.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

**2.24.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## **2.25 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the City.

## **2.26 Deletion or Modification of Services**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has

approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**2.27 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

**2.28 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.29 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.30 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.30.1** The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.30.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.30.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.30.4** The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

### **2.31 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

### **2.32 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

### **2.33 Manufacturer/Brand/Model Specific Request – N/A**

### **2.34 Contract Period**

The initial contract term shall commence upon date of award by the City and shall expire 2 years from that date. The City reserves the right to extend the contract for 1, additional 2-year term, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

### **2.35 Cost Adjustments**

Prices quoted shall be firm for the initial contract term of 2 years. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

**2.36 Service Test Period**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

**2.37 Contract Coordinator**

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

**2.38 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

**2.39 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.40 Ownership of Work – N/A**

**2.41 Condition of Trade-In Equipment – N/A**

**2.42 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.43 Verification of Employment Status – N/A**

**2.44 Service Organization Controls – N/A**

**2.45 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.46 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 Scope of Work

The purpose of this bid is to find a qualified firm to provide regular cleaning services for all specified navigable waterways within the City of Fort Lauderdale (refer to Attachment A-Map of Fort Lauderdale Waterways). Vendor shall be responsible for providing all labor, equipment and materials required for the collection, removal and disposal of debris from all designated navigable waterways within the City of Fort Lauderdale, in accordance with Florida Department of Environmental Protection (FDEP), EPA, and all other Federal, State and Local Regulations, latest edition. The debris to be removed can be floating, submersed or immersed within vegetation or dock adjacent to a waterbody, and may include sizeable items such as trees as well as animal carcasses. Vessels and equipment must be capable of accessing and removing debris from wide bodies of water and narrow canals or canal ends and other areas of concern.

### 3.2 Equipment and Staffing

Contractor shall furnish all labor and equipment to perform the required services:

- I. A minimum of one (1) skiff, pontoon or other vessel of similar size and nature, for the removal and transport of debris for subsequent disposal, from designated waterways within the City of Fort Lauderdale as listed in Attachment A-Map of Fort Lauderdale Waterways, attached herein. Vessel dimensions must be able to accommodate certain height limitations as a result of low passing bridges, especially during a high tide event and able to navigate in both shallow and narrow waterways and canal ends and basins.
- II. A sufficient number of land vehicles to unload and then transport debris to an appropriate disposal site authorized by the City.

The Contractor shall provide in the "Questionnaire" portion of this bid the specific equipment and personnel available that will be utilized to perform the waterway cleaning operations.

### 3.3 Transportation and Disposal

The Contractor shall transport debris to shoreline access points either designated or approved by the City. At the unloading location, the debris shall be unloaded directly from the boats to Contractor provided trucks to transport to any site authorized by the City of Fort Lauderdale.

The Contractor shall not place debris directly on the ground, shoreline or any parking lot. The Contractor shall clean the area used for transfer of debris after every transfer.

The Contractor may utilize alternate access sites for the transfer of debris. However, such proposed access sites must be authorized in advance in writing by the City and any cost associated with the use of alternative access sites shall be the responsibility of the Contractor.

If the contractor utilizes an alternate access site that is owned by the City for transfer of material from the waterways to the disposal site, the Contractor shall restore the site to pre-existing conditions upon completion of Contract term.

Any costs associated with the use of alternate shoreline access sites or final disposal areas shall be the responsibility of the Contractor.

### Disposal Costs

The City shall pay for all disposal costs. The City retains rights to the value of all materials collected for rebate/material value purposes. Contractor shall supply the City with a list of vehicle numbers in order to establish and validate disposal accounts.

Each week, the Contractor shall submit a daily log sheet containing copies of disposal (dump) tickets to track disposal charges in a format acceptable to the City. Weight tickets are required for the City to track, reconcile and pay disposal fees. The Contractor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

### **3.4 Work Schedule**

The Contractor shall be familiar with the project locations and existing conditions. The Contractor shall maintain a continual cleanup process, based on a work plan not to exceed four (4) weeks to complete the cleaning of all specified navigable waterways within the City of Fort Lauderdale (refer to attachment A-Map). The Contractor shall perform twelve (12) cleanings per year spread evenly to provide consistent cleaning throughout the year; and it is anticipated that there may also be unscheduled or occasional debris collection required. The City may modify weekly work based on the amount of debris, observations, calls from the public and other factors including but not limited to special events in the City.

Work hours shall conform to all applicable codes and ordinances and should be the least disruptive as possible for homeowners and boat traffic.

The Contractor shall provide a full detailed operations plan describing how it will complete desired outcomes set out in this solicitation to include but not limited to schedules, equipment, staffing, and customer service plan. The City must approve all work schedules including any changes to work schedules.

### **3.5 Rates**

The contractor will provide a rate per complete cycle. The number of cycles may be increased or decreased at the request of the City. The contractor will also provide an hourly rate for additional work or debris removal related to special requests or events on days the contractor is working and a separate rate for additional work or debris removal on days the contractor is not scheduled to clean.

All rates shall be inclusive of all labor, equipment, transportation, debris disposal, reporting or any other costs associated with performing the services as specified herein.

### **3.6 Monitoring and Tracking**

Contractor shall allow City staff the ability to ride along with crew and observe the waterway cleanup operations and to identify specific locations for waterway cleaning.

The contractor shall submit GPS software for tracking the locations of where the boat is being operated at.

### **3.7 Reporting Deliverables**

Contractor shall submit regular reports of Contractor's activity to the City Project Manager as follows:

#### **3.7.1 Weekly**

- Reports on the waterways cleaned and the waterways identified as clear of debris.
- Report of total weight of debris removed from the waterways using the disposal tickets as evidence, as well as suggesting areas of concern for scheduling future work.
- Contractor shall provide a map with the location of the areas cleaned.

Reports are due within two (2) business days of the following week.

#### **3.7.2 Monthly**

Contractor shall provide summary reports identifying the total weight of debris removed, identify the areas of concern and provide photographic and video documentation of the conditions of the waterways before and after debris removal. At a minimum, one day a week shall be documented by use of video and photographs showing the debris removed for that day and are included with the monthly report.

Reports and documentation are due within five (5) business days of the last day of each monthly reporting period.

#### **3.7.3 Annually**

At the end of the contract period and for subsequent renewal periods, the Contractor shall provide an operational recommendation report to the City. The report at a minimum is to include minimum recommended frequency for the City to continue waterway cleaning, identify the debris areas with the highest volumes and any other items of relevance. Contractor will also provide an annual report of the total weight of debris removed, based on the monthly reports with a summary analysis.

Reports are due within five (5) business days of the last day of the annual term.

#### **3.7.4 Liquidated Damages**

The City wants to ensure that its collection programs remain focused on a high level of customer service to its residents and customers. Should the Contractor fail to perform in accordance with the provisions herein and/or refuses to pay liquidated damages upon receipt of invoice from City, City shall, in addition to the amounts provided below, be entitled to claim against the Contractor.

- A. 10% of cost per cycle for failure to complete cycle within four-week period without express written authorization from the City.
- B. Re-inspection Fee, \$40 for each additional re-inspection of an area after the first inspection.

*END OF SECTION*

## **SECTION IV – SUBMITTAL REQUIREMENTS**

### **4.1 Instructions**

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the city and the city's

officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)**

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
  2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
  4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 4.1.6** One (1) original and one (1) copy plus two electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named

therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Additionally, the proposal should specifically address:

- A. Work Schedule as described in Section 3.4
- B. Operation Plan as described in Section 3.4

#### **4.2.5 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

#### **4.2.6 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

#### **4.2.7 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.8 Required Forms**

##### **A. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

##### **B. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

##### **C. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

##### **D. Non-Discrimination Certification Form**

This form is to be completed and inserted in this section.

##### **E. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section.

##### **F. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps

necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**G. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

*END OF SECTION*

## SECTION V – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

5.1.2 Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.1.3 The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

5.1.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

5.1.5 The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### 5.2 Evaluation Criteria

5.2.1 The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### 5.2.2 Weighted Criteria

Understanding overall needs of the City as presented in the proposal	20%
Operations Plan	30%
References, past performance, years in business	15%
Total Project Cost (If cost is a criteria it must be at least 30%)	35%
TOTAL PERCENT AVAILABLE:	100%

### 5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

*END OF SECTION*



**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) Waterfront Wall Finishes EIN (Optional): \_\_\_\_\_

Address: 247 SW 5th St

City: Dania Beach State: FL Zip: 33004

Telephone No. 954-589-5853 FAX No. — Email: matthsmith3300@yahoo.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 15 Days

Total Bid Discount (section 1.05 of General Conditions): —

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

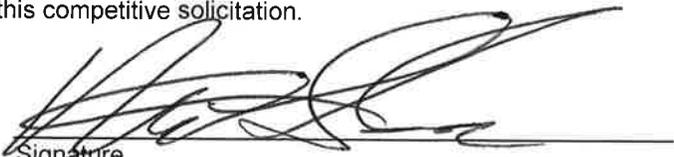
Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<u>1</u>	<u>4/26</u>	<u>E</u>	_____	_____	_____
<u>2</u>	<u>5/16</u>	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:  
Matthew S. Smith  
 Name (printed)  
5/20/19  
 Date:

  
 Signature  
Owner  
 Title

**LOCAL BUSINESS PRICE PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(3) Waterfront Wall Finishes is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: Waterfront Wall Finishes LLC  
AUTHORIZED COMPANY PERSON: Matthew Smith NAME SIGNATURE DATE 5/20/19

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

Master Card

Visa Card

Company Name: Waterfront Wall Finishes

Matthew S Smith  
Name (Printed)

[Signature]  
Signature

5/20/19  
Date

Owner  
Title

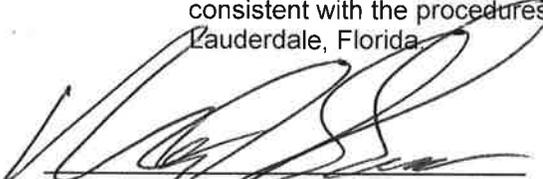
**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

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

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.



Authorized Signature

Matthew S. Smith - owner

Print Name and Title

5/20/19

Date

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
—	—
—	—
—	—
—	—
—	—

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**



**ADDENDUM NO. 1**

RFP No. 12285-595  
TITLE: Waterways Cleaning and Reporting Services

ISSUED: April 26, 2019

This addendum is being issued to make the following change(s):

1. The requirement for a Pre-proposal meeting has been removed.  
Section 1.3 Pre-proposal Conference has been revised to read:

There will not be a pre-bid conference or site visit for this Request for Proposal.

It will be the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Procurement Administrator

Company Name: Waterfront Wall Finishes  
(please print)

Bidder's Signature: [Handwritten Signature]

Date: 5/20/19



**ADDENDUM NO. 2**

RFP No. 12285-595  
TITLE: Waterways Cleaning and Reporting Services

ISSUED: May 16, 2019

This addendum is being issued for clarification purposes only.

1. Section 3.3 Transportation and Disposal  
Add to Disposal Costs: The City provides the disposal site with the list of the vendor's equipment and they use the City's account when at the disposal facility.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Procurement Administrator

Company Name: WaterBoat Wall Finishes  
(please print)

Bidder's Signature: [Handwritten Signature]

Date: 5/20/19