

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL 14-07-01

Beach Cleaning Services

RFP OPENING: September 30, 2014 2:00 P.M.

Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 14-07-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Beach Cleaning Services

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), September, 30 2014, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

The Town's contact person for this RFP is:

Town Clerk: Tedra Smith
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200.
Fax: 954-640-4236
Email: Tedras@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

Table of Contents

Part I	Statement of Work	1
A	Objective	1
B.	General Information	1
C	Scope of Work	2
D	Technical Requirements	4
E	Insurance and Licenses	4
Part II	General Information	5
A	Definitions	5
B	Invitation to Propose; Purpose	5
C	Contract Awards	5
D	Proposal Costs	6
E	Inquiries	6
F	Delays	6
G.	Pre-proposal Meeting	6
H	Proposal Submission	6
I	Proposal Format	7
J	Proposal – Procedural Information	9
K	Public Records	9
L	Irregularities; Rejection of Proposals	10
M	Evaluation Method and Criteria	10
N	Representations and Warranties	11
O	Town Contract	12
Exhibits	Forms	Page
	RFP Form A. Qualifications Statement	1
	RFP Form B. Reference Form	3
	RFP Form C. Price Proposal Form	4
	RFP Form D. Proposer's Certification	6
Appendix		
	Appendix A. _____	A-1

Beach Cleaning Services
Town of Lauderdale-By-The-Sea RFP No. 14-07-01
Part I – Statement of Work

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 9,000 during the winter season. The Town is approximately 2 square miles bordered by the Intracoastal Waterway to the west and the Atlantic Ocean to the east. The Town is seeking to hire a qualified contractor to perform Beach Cleaning Services.

B. GENERAL INFORMATION

The Town is seeking to enter into a three (3) year agreement with two (2) additional one (1) year optional extension periods.

There are approximately 2.4 miles of beach that vary in width from 50 feet to 150 feet. It shall be the Contractors responsibility to verify the measurements. The selected Contractor will be required to perform beach cleaning services for the Town in accordance with the RFP requirements.

C. SCOPE OF WORK

For the purpose of this RFP, the Town has separated the beach into the following two service areas:

1. South Beach is from Flamingo Avenue (south boundary) to Pine Avenue (north boundary). This section is approximately 5,280 feet (1 mile).
2. North Beach is from Pine Avenue (south boundary) to Terra Mar Drive (north boundary). This section is approximately 7,180 feet (1.4 miles).

Beach Cleaning Services
Town of Lauderdale-By-The-Sea RFP No. 14-07-01
Part I – Statement of Work

Table 1- Service Levels

Area	Mechanical Cleaning	Sanitizing	Beach Screening
South Beach	6 days Monday, Tuesday, Thursday Friday, Saturday, Sunday	4 days Monday, Wednesday, Friday, Saturday	Once per month in November, December, January, February
North Beach	5 days Monday, Tuesday, Thursday, Friday, Saturday	2 days Monday & Friday	Once per month in November, December January, February

Work Times

Work may begin no earlier than 6:30 am, or, during turtle season after the turtle nesting survey has been completed, and shall be completed by 12:00 pm that same day.

On a rare occasion, additional time may be approved by the Municipal Services Director upon a reasonable request from the contractor.

Mechanical Cleaning

The beach areas shall receive mechanical cleaning (weed raking) at the wrack line (tide line to approximately 30 feet above). Seaweed shall be raked and integrated below the Mean High Water Line (MHWL) according to Florida Department of Environmental Protection (FDEP) special permit conditions pursuant to rule 62B-33.005(11) F.A.C. Contractor shall NOT stockpile seaweed at the dune line. All trash (wood, cups, cans, plastic, man-made debris, etc.) shall be removed before seaweed is integrated below the wrack line.

Sanitizing

The beach areas shall be sanitized with a Barber Surf Rake (Sanitizer), or equivalent (defined as special mechanical beach cleaning equipment that grooms and physically removes trash from the beach, not a seaweed rake), from the wrack line to within ten (10) feet of the vegetation as permitted by FDEP.

Sanitizing shall be performed using a Sanitizer with a drag bar to smooth any ruts or tire marks in the sand. This equipment shall pick up foreign objects including, but not limited to, plastics,

Beach Cleaning Services

Town of Lauderdale-By-The-Sea RFP No. 14-07-01

Part I – Statement of Work

cans, and objects that are approximately 3/8" in diameter and larger. The Sanitizer shall penetrate into the sand at a depth of two (2) inches, except for turtle nesting season when the field permit conditions only authorize surface cleaning (using a drag bar and hand picking foreign objects). Additionally, sanitizing work performed with the Sanitizer or drag bar shall be performed with a separate tractor than the tractor raking at the wrack line to ensure these areas are simultaneously cleaned in the morning hours.

Dune Line Cleaning

Contractors shall remove litter, trash, and foreign debris that accumulate along the dune line twenty (20) feet north and south of each of the Town's nine (9) beach portals, and under and around the Fishing Pier, two (2) days per week on Monday and Friday. Since the sanitizer needs to be ten (10) feet from the dune line, it shall be the Contractor's responsibility to efficiently and effectively clean these areas.

Holidays and Special Requests

When the day after a recognized state or federal holiday does not fall on a normal mechanical cleaning or sanitizing day, Contractor shall provide the beach cleaning and sanitizing services in the South Beach area. The Director reserves the rights to have the contractor provide these services in the North Beach area.

There are some days when a beach area or section of beach may need to be sanitized or mechanically cleaned when it is not scheduled. The cost for these additional services shall be submitted by Proposers on RFP Form C.

Beach Screening

Beach Screening using a Cherrington Beach Cleaner or equivalent shall be performed once every month between November and February on both beach areas from the wrack line to within ten (10) feet of the dune line.

Erosion Control

Should the Town request beach sand to be relocated or graded due to high tides, erosion control or acts of nature, the Contractor shall obtain any FDEP field permits required to perform these tasks and at no additional fee to the Town. The cost to perform this additional work shall be submitted by Proposers on RFP Form C.

If machinery is required that the Contractor does not have, then a written estimate of the additional cost shall be provided to the Director for approval prior to work being conducted.

Debris Washing Ashore

In the event that any large objects wash up on the beach (boats, trees, etc), Contractor shall perform Hazard Mitigation Services for the Town and use best efforts to remove the foreign objects. The cost for these services shall be listed separately by Proposers on RFP Form C. If machinery is required that the Contractor does not have, then a written estimate of the additional cost shall be provided to the Director for approval prior to work being conducted.

Beach Cleaning Services

Town of Lauderdale-By-The-Sea RFP No. 14-07-01

Part I – Statement of Work

Trash & Disposal Costs

Contractor shall be responsible for the removal and disposal costs of all debris removed from the Town's Beach from the wrack line to the dune line in the beach areas described in Part I, Section C. Contractor shall dispose of all debris in accordance with all Federal, State and Local laws.

The cost of meetings with Town staff or attending Commission meetings throughout the life of the contract shall be included in the Contractor's submitted monthly fee.

D. TECHNICAL REQUIREMENTS

Turtle Nest Management

Marine Turtle nesting season for Broward County is eight (8) months of the year, from March 1st to October 31st. Contractor shall work with the Broward County Natural Resource Division (BEPD), FDEP, and the Florida Wildlife Commission (FWC) to ensure all special permit conditions are in compliance, in order to avoid suspension of mechanical beach cleaning by these agencies. The Contractor shall be responsible for taking GPS sub-meter recordings of each and every turtle nest present on the Town's Beach during Turtle Nesting Season. All nest locations on the Town's Beach shall be recorded by the Contractor with a GPS unit with 20" inch sub-meter capability. The Contractor shall submit a weekly GPS report with the following data – Turtle Nest Number, Species, Date, and Location as posted on the nest marker to BPED, or an equivalent governing body. According to FDEP and FWC, during turtle nesting season, mechanical cleaning with the Barber Surf Rake / sanitizing cleaning is not permitted landward of the wrack line, i.e., upper portion of beach without the GPS sub-meter technology.

Contractor shall be required to re-establish turtle nests, using the GPS sub-meter technology, in the event of an extreme high tide condition, storm, or vandalism where nest markers are removed from the beach. The Contractor (not the Turtle Monitoring Program) is responsible for re-staking these nests and for all costs associated with the re-staking, such as stakes, tape markings, ATV transportation, labor, and GPS sub-meter unit.

Contractor shall perform turtle nesting surveys with a GPS sub-meter a minimum of two (2) days per week during turtle nesting season. Contractor shall have the ability to mobilize and conduct a field survey immediately after severe storms or high tide events that may cause the nest markers to be removed. Contractor shall re-establish and re mark any turtle nests where nest markers are missing.

Contractor shall be required to provide the Broward County Natural Resource Division with a GPS sub-meter unit that is capable of providing files compatible with Arc-GIS 10 software.

Environmental Permitting

Beach Cleaning Services

Town of Lauderdale-By-The-Sea RFP No. 14-07-01

Part I – Statement of Work

It shall be the Contractor's responsibility to obtain all permits necessary for mechanical beach cleaning and related beach erosion services. Contractor shall be required to obtain an FDEP field permit with special conditions to mechanically clean landward of the wrack line during turtle nesting, in order to perform the sanitizing year round.

Special Conditions:

In the event that FDEP or any other reigning authority for the beaches decide to stop mechanical beach cleaning for a specific period of time, the Contractor shall hand pick all debris on the North and South Beach on the days specified in Part I, Section C (excluding seaweed removal) at no additional cost to the Town.

Contractor shall demonstrate the ability to perform mechanical beach cleaning services for municipal clients, including services that use specialized equipment that physically removes material (i.e., trash and debris) from the beach sand, such as Sanitizer, Cherrington Sifter, Barber Sandman, or the equivalent.

Equipment

Contractor shall NOT be provided with an overnight storage area by the Town for any equipment or trash bins. The Town shall provide an area to load and unload equipment if needed. Contractor shall be responsible for overnight equipment storage and all associated costs.

All equipment utilized by Contractor shall comply with all Federal, State and Local laws. All equipment shall be in good operating condition at all times.

Note: The Town may require the Contractor to remove and replace a piece of equipment judged to be operating poorly, excessively noisy, dusty or in any way disturbing to the public. Equipment break down shall not relieve the Contractor from performing obligations under this contract on a timely basis.

Mandatory Minimum Requirements

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

1. A minimum of five (5) years' experience in providing municipal beach cleaning Services.
2. Proposers shall submit an equipment list demonstrating that the equipment the Proposer owns or leases and proposes to use for this Project meets the specified equipment requirements.

Beach Cleaning Services

Town of Lauderdale-By-The-Sea RFP No. 14-07-01

Part I – Statement of Work

3. Proposers shall submit a list of municipal client references where specialized mechanical beach cleaning services similar to the services requested herein were rendered.

E. *INSURANCE AND LICENSES*

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.
4. **Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea and the Lauderdale-By-The-Sea Volunteer Fire Department as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

END OF PART I

Beach Cleaning Services
Lauderdale-By-The-Sea RFP No. 14-07-01
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4202.
Fax: 954-640-4236
Email: Tedras@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town selects a Proposal, the Town shall provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

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

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01

Part II –General Information

E. INQUIRIES

The Town shall not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 14-07-01 QUESTION".

The Town shall respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town shall email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town shall make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town shall attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 14-07-01
Project: Beach Cleaning Services

Submitted by: _____
Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes shall not be accepted and shall be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date and time. Proposers may withdraw their proposals by notifying the Town in

Beach Cleaning Services
Lauderdale-By-The-Sea RFP No. 14-07-01
Part II –General Information

writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and shall not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or completed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter shall summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.
3. Table of Contents
Include a clear identification of the material by section and by page number.
4. Organization Profile and Qualifications
This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01

Part II –General Information

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who shall be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, and D. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01

Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town shall, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract shall include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01

Part II –General Information

any person or entity as a result of the Town's treatment of records as public records. By statute, the contract shall also contain the following clauses:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other

Beach Cleaning Services
Lauderdale-By-The-Sea RFP No. 14-07-01
Part II –General Information

governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, shall be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:
 - A. ability to meet set standards;
 - B. availability of qualified personnel;
 - C. compensation;
 - D. expertise of personnel;
 - E. financial resources and capabilities;
 - F. past contracts with other governmental jurisdictions;
 - G. past performance records;
 - H. qualifications of Proposer;
 - I. references;
 - J. related experience in Florida;
 - K. technical soundness of proposal;
 - L. past history of meeting required time frames; and
 - M. approach to Work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee shall review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01

Part II –General Information

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and “site” conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

O. Town Contract

The selected Proposer is expected to execute the Town’s standard professional services contract, in the form approved by the Town Attorney. The contract shall contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01

Part II –General Information

No vendor shall give, solicit for, deliver, or provide a campaign contribution directly or indirectly to a candidate or to the campaign committee of a candidate for the offices of Mayor or Commissioner.

End of Part II

Beach Cleaning Services
Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Contract Term	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

Beach Cleaning Services
Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Deliverables	Monthly Fee
1. Beach Cleaning Services	\$

Instructions: Show the project cost for each deliverable your firm shall provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Monthly Fee (Project Cost) SHALL include all fees and reimbursements for out of pocket costs. The Town shall not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof shall be required.

The Total Monthly Fee shall include the cost of:

1. Performing all of the Work required by this RFP on a monthly basis; and
2. Meetings with Town staff or attending Commission meetings upon request throughout the life of the contract (no additional cost to the Town).

Payments shall be made on each deliverable upon receipt and acceptance by the Town.

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

Additional Services

The Town may have the need for additional services, such as the removal of debris from the shore line.

Please provide the hourly rate for staff positions and equipment that the contactor has available. The rates for the additional work shall not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

Due to weather conditions, the Town may need additional services on days that they are not scheduled. Please provide the cost for the following services on non-schedule service days. The costs for additional work shall not be used for evaluation of the services required in this RFP.

Area	Mechanical Cleaning	Sanitizing	Beach Screening
South Beach	\$	\$	\$
North Beach	\$	\$	\$

By: _____

Date: _____

Name: _____

Title: _____

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal shall remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I shall be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement,

Beach Cleaning Services

Lauderdale-By-The-Sea RFP No. 14-07-01, RFP Forms

not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

