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## REQUEST FOR PROPOSAL

12-25

### MARINE VESSEL REMOVAL, TOWING, STORAGE, AND DISPOSAL SERVICES

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#### NOTICE

Thursday, January 9, 2025

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Clearwater (City) until **10:00 am, Local Time, on Tuesday, February 11, 2025** to provide:

The City of Clearwater (City) is seeking a qualified Contractor(s) to be responsible for the removal/towing, storage, or disposition of select vessels as identified by CPD or another participating city department on an as-needed basis. The Contractor(s) selected will be responsible for all required licenses, certificates, permits, and insurance needed to complete these services. All work activities associated with the removal, towing, storage, and disposal of vessels are to be coordinated with the CPD.

Proposals must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Proposal packets, any attachments and addenda are available for download at: <https://procurement.opengov.com/portal/myclearwater/projects/137982>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

**General, Process, or Technical Questions concerning this solicitation shall be submitted through the City's e-Procurement Portal located at:**

<https://procurement.opengov.com/portal/myclearwater/projects/137982>.

All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

**This Request for Proposals is issued by:**

**Lori Vogel, CPPB**

**Procurement Manager** [Lori.vogel@myclearwater.com](mailto:Lori.vogel@myclearwater.com)

## INSTRUCTIONS

### 2.1 Vendor Questions

All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be submitted through the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/myclearwater>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

### 2.2 Addenda/Clarifications

Any changes to the specifications will be in the form of an addendum. Vendors are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/myclearwater>.

The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a proposal.

### 2.3 Due Date & Time for Submission and Opening

**Date: Tuesday, February 11, 2025**

**Time: 10:00 am**

The City will open all proposals properly and timely submitted and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, proposals are available for inspection by contacting the Procurement Division.

### 2.4 Proposal Firm Time

Proposal shall remain firm and unaltered after opening for 120 days. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

### 2.5 Proposal Submittals

It is recommended that proposals are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

### **E-mail or fax submissions will not be accepted.**

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a proposal that is not properly addressed and identified.

### 2.6 Late Proposals

The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the

due date and time. All times are Clearwater, Florida local times. The proposer agrees to accept the time stamp in the City's Procurement Office as the official time.

## **2.7 Lobbying; Lobbying No-Contact Period; Questions Regarding Solicitation**

From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be submitted through the City's e-Procurement Portal, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment.

## **2.8 Commencement of Work**

If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk.

## **2.9 Responsibility to Read and Understand**

Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact listed on this solicitation. The City is not responsible for and will not pay any costs associated with the preparation and submission of the proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.

## **2.10 Form and Content of Proposals**

Proposals, including modifications, must be certified by an authorized representative and submitted electronically. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City requires that an electronic copy of the proposal be submitted through the City's e-Procurement portal located at <https://procurement.opengov.com/portal/myclearwater>. The proposal must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the proposal.

## **2.11 Specifications**

Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the proposer. The City reserves the right to reject proposals that the City deems unacceptable.

## **2.12 Modification/Withdrawal of Proposal**

For proposals submitted electronically, vendors may use the "Unsubmit Response" button located on the Response Details page of their submission. Responses may be resubmitted once they have been edited or modified as needed.

For mailed in or hand delivered proposals, written requests to modify or withdraw the proposal received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. Written requests must be addressed and labeled in the same manner as the proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal.

No oral requests will be allowed.

Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

## **2.13 Debarment Disclosure**

If the vendor submitting a proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the proposer shall include a letter with its proposal identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

## **2.14 Reservations**

The City reserves the right to reject any or all proposals or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible proposals; to reject unbalanced proposals; to reject proposals where the terms, prices, and/or awards are conditioned upon another event; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

## **2.15 Official Solicitation Document**

Changes to the solicitation document made by a proposer may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

## **2.16 Copying of Proposals**

Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.

## **2.17 Contractor Ethics**

It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- A. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- B. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- C. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

## **2.18 Gifts**

The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.

## **2.19 Right to Protest**

Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed \$5,000.00 nor be less than \$50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

### **ADDRESS PROTESTS TO:**

**City of Clearwater - Procurement Division**  
**100 So Myrtle Ave, 3<sup>rd</sup> Fl**  
**Clearwater FL 33756-5520**

or

**PO Box 4748**  
**Clearwater FL 33758-4748**

## **2.20 Evaluation Process**

Proposals will be reviewed by a screening committee comprised of City employees. The City staff may or may not initiate discussions with proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

## **2.21 Criteria for Evaluation and Award**

The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.

- A. Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all

required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.

- B. Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
- C. Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, see Section [CRITERIA FOR EVALUATION AND AWARD](#) for the criteria that will be evaluated and their relative weights.

## **2.22 Short-Listing**

The City at its sole discretion may create a short-list of the highest ranked proposals based on evaluation against the evaluation criteria. Short-listed proposers may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the ranking of shortlisted firms.

## **2.23 Presentations/Interviews**

Presentations and/or interviews may be requested at the City's discretion. The location for these presentations and/or interviews will be determined by the City and may be held virtually.

## **2.24 Best and Final Offers**

The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals and should submit their best offer based on the terms and conditions set forth in this solicitation.

## **2.25 Cost Justification**

In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

## **2.26 Contract Negotiations and Acceptance**

Proposer must be prepared for the City to accept the proposal as submitted. If proposer fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.

## 2.27 Notice of Intent to Award

Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the proposer's responsibility to check the City of Clearwater's website at <https://procurement.opengov.com/portal/myclearwater/projects/137982> to view the Procurement Division's Intent to Award postings.**

## 2.28 RFP Timeline

Dates are tentative and subject to change.

Release Project Date:	January 9, 2025
Advertise Tampa Bay Times:	January 15, 2025
Question Submission Deadline:	February 2, 2025, 10:00am
Due Date & Time for Submissions and Opening:	February 11, 2025, 10:00am
Review proposals:	February 11-25, 2025
Presentations (if requested):	Week of March 3, 2025
Award recommendation:	Week of March 3, 2025
Council Authorization:	April 2025
Contract Begins:	May 2025

## CRITERIA FOR EVALUATION AND AWARD

The City evaluates three (3) categories of information: responsiveness, responsibility, the technical proposal/price. All proposals must meet the following responsiveness and responsibility criteria.

- A. Responsiveness. The City will determine whether the proposal complies with the instructions for submitting proposals including completeness of proposal which encompasses the inclusion of all required attachments and submissions. The City must reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
- B. Responsibility. The City will determine whether the proposer is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced proposals, past performance, references (including those found outside the proposal), compliance with applicable laws, proposer's record of performance and integrity- e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer must at all times have

financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review proposer's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- C. Technical Proposal. The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.

If less than three (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

For this RFP, the criteria that will be evaluated and their relative weights are:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Qualifications and Experience</b>	Points Based	25 (25% of Total)
2.	<b>References</b>	Points Based	15 (15% of Total)
3.	<b>Facilities and Equipment</b>	Points Based	25 (25% of Total)
4.	<b>Capacity for Contract</b>	Points Based	25 (25% of Total)
5.	<b>Pricing</b>	Points Based	10 (10% of Total)

## STANDARD TERMS AND CONDITIONS

### 4.1 Definitions

Uses of the following terms are interchangeable as referenced: "vendor, contractor, consultant, supplier, proposer, company, persons", "purchase order, PO, contract, agreement", "City, Clearwater", "bid, proposal, response, quote".

### 4.2 Independent Contractor

It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.



#### **4.3 Subcontracting**

Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

#### **4.4 Assignment**

This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

#### **4.5 Successor and Assigns, Binding Effect**

This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

#### **4.6 No Third Party Beneficiaries**

This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

#### **4.7 Non-Exclusivity**

The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

#### **4.8 Amendments**

There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

#### **4.9 Time of the Essence**

Time is of the essence to the performance of the parties' obligations under this Agreement.

#### **4.10 Compliance with Applicable Laws**

- A. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, executive orders, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
- B. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all

Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

C. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

1. As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
2. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
3. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
4. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
5. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

D. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

#### **4.11 Sales/Use Tax, Other Taxes**

Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are

Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

#### **4.12 Amounts Due the City**

Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

#### **4.13 Public Records**

In addition to all other contract requirements as provided by law, the Contractor executing this Agreement agrees to comply with public records law.

**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, Rosemarie Call, Phone: 727-444-7151 or Email: [Rosemarie.Call@myclearwater.com](mailto:Rosemarie.Call@myclearwater.com), 600 Cleveland Street, Suite 600, Clearwater, FL 33755.**

The Contractor agrees to comply with the following:

- A. Keep and maintain public records required by the City of Clearwater (hereinafter "public agency" in this section) to perform the service being provided by the contractor hereunder.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- C. Ensure that the 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 the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- F. The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

#### **4.14 Audits and Records**

Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

#### **4.15 Background Check**

The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

#### **4.16 Security Clearance and Removal of Contractor Personnel**

The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

#### **4.17 Default**

- A. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
- B. Contractor will be in default of this Agreement if Contractor is debarred or suspended in accordance with the Clearwater Code of Ordinances Section 2.565 or if Contractor is debarred or suspended by another governmental entity.
- C. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- D. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

#### **4.18 Remedies**

The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- A. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- B. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- C. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- D. Neither party will be liable for incidental, special, or consequential damages.

#### **4.19 Continuation During Disputes**

Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited

by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

#### **4.20 Termination for Convenience**

The City reserves the right to terminate this Agreement at its convenience, in part or in whole, upon thirty (30) calendar days' written notice.

#### **4.21 Termination for Conflict of Interest**

The City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

#### **4.22 Termination for Non-Appropriation and Modification for Budgetary Constraints**

The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines, in its sole discretion, that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

#### **4.23 Payment to Contractor Upon Termination**

Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

#### **4.24 Non-Waiver of Rights**

There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

#### **4.25 Indemnification/Liability**

- A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.
- B. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

- C. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- D. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

#### **4.26 Warranty**

Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.

#### **4.27 City's Right to Recover Against Third Parties**

Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

#### **4.28 No Guarantee of Work**

Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

#### **4.29 Ownership**

All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

#### **4.30 Use of Name**

Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.

#### **4.31 FOB Destination Freight Prepaid and Allowed**

All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

#### **4.32 Risk of Loss**

Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

#### **4.33 Safeguarding City Property**

Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

#### **4.34 Warranty of Rights**

Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.

#### **4.35 Proprietary Rights Indemnification**

Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

#### **4.36 Contract Administration**

This Agreement will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding this Agreement will be referred to the administrator for resolution. Supplements may be written to this Agreement for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

#### **4.37 Force Majeure**

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

#### **4.38 Cooperative Use of Contract**



This Agreement may be extended for use by other municipalities, counties, school districts, and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

#### **4.39 Fuel Charges and Price Increases**

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

#### **4.40 Notices**

All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via electronic mail; (iv) sent via overnight courier; or (v) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via electronic mail, overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

#### **4.41 Governing Law, Venue**

This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

#### **4.42 Integration Clause**

This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

#### **4.43 Provisions Required by Law**

Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

#### **4.44 Severability**

If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

#### **4.45 Surviving Provisions**

Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

### **DETAILED SPECIFICATIONS**

#### **5.1 Introduction**

The City of Clearwater (City) is a coastal community on Florida's West Coast and the third-largest city in the Tampa Bay area with a population of approximately 118,463 residents. Clearwater Beach, a renowned international destination in Pinellas County, attracts millions of tourists annually and most recently received

the prestigious TripAdvisor Traveler's Choice Award for 2024. It consistently ranks among the top vacation spots in both national and international publications, offering year-round attractions such as pristine "sugar sand" beaches, diverse dining options, and venues like the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball. The acclaimed Clearwater Marine Aquarium, nationally recognized for its innovative work in marine rescue, rehabilitation, and release, remains a major draw for visitors.

The City of Clearwater is committed to advancing sustainability through eco-friendly initiatives that enhance our economy, safeguard our environment, and fortify our community.

## **5.2 Background**

The City works in conjunction with local and state agencies to address 'at risk' vessels (Florida Statute § 327.4107) and 'derelict' vessels (Florida Statute § 823.11). The services requested herein are related to the authority granted to the Clearwater Police Department (CPD) via City of Clearwater Code of Ordinances Chapter 33, Waterways and Vessels, specifically Ordinance No. 9383-20.

## **5.3 Scope of Work**

The City is seeking a qualified Contractor(s) to be responsible for the removal/towing, storage, or disposition of select vessels as identified by CPD or another participating city department on an as-needed basis. The Contractor(s) selected will be responsible for all required licenses, certificates, permits, and insurance needed to complete these services. All work activities associated with the removal, towing, storage, and disposal of vessels are to be coordinated with the CPD.

**Contractor Responsibilities:** All procedures shall be in compliance with all Federal, State, and Local Laws and Regulations. The Contractor will be responsible for the following:

**Included Services:** Services shall include the labor, mobilization, transport, preparation of vessels for removal/towing, storage and/or disposal, all landfill disposal fees, photographs, and any pollutant removal and disposal.

**Supplies and Equipment:** The Contractor shall be responsible for providing all fuel, supplies, materials, equipment, vehicles, vessels, tools, drivers, and personal protective equipment for the removal/towing, storage, and/or disposal of targeted vessels. Additionally, Contractor shall provide all related materials as required by Federal, State, and Local Laws and Regulations. The Contractor shall provide in detail a list of supplies, equipment, and procedures utilized during this contract with response.

**Work Plan:** The Contractor shall submit a work plan and procedures for removal/towing, storage, and/or disposal of targeted vessels to be reviewed and approved by a designated CPD representative before the authorization for service is granted. The plan shall include details for vessel removal and include a plan for handling of water quality issues and pollutants. Work shall be scheduled as soon as possible when contacted by the City. Work is expected to be completed within five (5) business days unless otherwise mutually agreed.

**Operational and Strategy Meetings:** The Contractor shall attend operation and strategy meetings as required by the CPD and other appropriate parties throughout the term of the contract.

**Removal/Towing:** Includes vessels located at City docks or marinas that have become submerged, are shallow/near shore, or have been deposited on the shoreline or uplands within navigable waters of the City of Clearwater, as defined in City of Clearwater Code of Ordinances, Chapter 33. Removal includes any vessel add-ons, affixed to, or detached and associated displaced debris within a 300 feet radius from the main body of the vessel. For derelict vessels that have sunk in Clearwater's jurisdictional waters and are approved for disposal, towing shall be directed to the Seminole Street Boat Ramp, located at 198 Seminole Street, Clearwater, FL 33755 or to a mutually agreed upon location. All vessels shall be removed from the boat ramp on the same day of arrival. If this is not feasible, the removal must be completed by the following day to prevent obstructing public access to the ramp.

It is the Contractor's responsibility to obtain all permits or permissions necessary to provide the required services. To be compensated for the removal of targeted vessels, the entire vessel shall be removed from the keel up.

**Emergency Removal/Towing:** The Contractor shall mobilize forces and equipment to begin removal/towing activities within forty-eight (48) hours of notice and authorization from CPD or another participating city department, which could include work during nighttime, weekends, or holidays. In this case, a supplemental lump sum emergency mobilization fee per project is allowed. The CPD shall identify all emergency vessels to be removed.

**Health and Safety:** The Contractor shall be responsible for the health and safety of its employees, and for ensuring that work is performed in compliance with all FL-OSHA, State, Federal and Local requirements, laws, statutes, codes, rules, and regulations including but not limited to 29 CFR 1910.120 (Hazardous Waste Operations and Emergency Response) and 29 CFR 1910.401, Subpart T, Commercial Diving (if applicable). The Contractor shall use safety signs, warning lights, temporary barriers, dive flags, or other appropriate markers around work areas as necessary to ensure the safety of both the public and workers.

**Environmental Impact:** Work shall be conducted using appropriate Best Management Practices (BMP's) to prevent turbidity/siltation/water quality violations and prevent damage to wetland areas, mangroves, seagrasses or other submerged aquatic resources. BMPs shall be based on Florida Department of Environmental Protection (FDEP) erosion control and turbidity prevention measures.

Contractor shall not disturb, trim, cut back or remove mangrove vegetation without permission from Pinellas County. Other vegetation may be removed and disposed of or transplanted as may be required by law. The Contractor shall be aware of any protected

vegetation laws. In addition, Contractor shall be aware of and comply with any laws regarding endangered species of vegetation or animals in or surrounding the targeted vessel(s).

The County may require the Contractor to provide and properly install turbidity control devices around each vessel in order to prevent sediments and/or pollutants from escaping the work area. Vessels shall be removed with no impact to the coastal environment. Contractor is responsible for any damage to the environment which occurs as a result of work related to the removal. Any environmental impacts which have occurred prior to the start of removal work shall be documented with pre-removal photographs. Contractor is responsible for placing and maintaining all necessary barriers and/or turbidity controls and restore boat ramps and/or work areas to pre-work condition.

**License Requirement for Commercial Vessel Operation:** The Contractor will ensure that the owner/operator of any un-inspected towing vessel at least twenty-six (26) feet in length, used in this project to remove vessels and other equipment, is in possession of at least a United States Coast Guard Issued "OUTV" (Operator Un-inspected Towing Vessel) License per Coast Guard Regulations (Regulation 46 U.S.C. 2101 (42)).

**Hazardous Materials onboard Abandoned Vessels:** Targeted vessels may have an engine, battery, fuel, oil, or other hazardous items aboard. It is the responsibility of the Contractor to remove and properly dispose of any hazardous materials from vessels that meet this criteria. If the Contractor becomes aware of a hazardous substance spill, the Contractor shall take immediate and appropriate action as it shall be the Contractor's responsibility to prevent, contain, or minimize a spill of hazardous substance. If the spill is found to be a result of the Contractor's actions or negligence, the Contractor shall be held liable.

Contractor shall determine if vessel contains pollutants that could be harmful to the environment if discharged during removal operations; remove pollutants prior to moving vessel and provide proper legal disposal. If any pollutant discharge occurs, Contractor shall immediately report this to the appropriate authorities, in addition to employing proper containment measures. Pollutants include, but are not limited to motor/vessel fuels, oils, and lead acid batteries. Containment booms and recoverable absorbent materials shall be available for spill response to contain and recover fuel or oil discharges that could occur during vessel recovery.

**Waste Manifest and Bill of Lading:** The Contractor handling the disposition of the targeted vessel(s) will prepare a manifest with full responsibility resting on the Contractor. A "sign off" by the County's Environmental Health HAZMAT Division will be required only when Hazardous Materials Incident occurs. All other Manifest or Bill of Lading will be "signed off" by CPD.

**Treatment Storage and Disposal Facilities (TSDF):** It is the responsibility of the Contractor to select the Treatment Storage and Disposal Facility necessary to intake

vessels containing hazardous waste(s). Contractor shall provide to the City all required certificates of such site(s) with submittal.

The City shall not be responsible for additional costs incurred as a result of the TSDF refusing to take waste from the Contractor.

**Recycling:** The City encourages the recycling of materials when feasible. The Contractor shall have the option of recycling any materials of the vessel.

**Disposal:** Vessels shall be disposed of at all the Pinellas County Solid Waste Class III landfill, or any Class III landfill preapproved by the City of Clearwater. Contractor shall remove all contaminants from the vessel and remove any items not accepted at the landfill and dispose of properly and in accordance with all appropriate regulatory requirements. Contractor is responsible to prepare the vessel for disposal, transportation of the vessel to the landfill, and all disposal fees.

Contractor shall provide CPD with a copy of landfill disposal receipts for each vessel, and any receipts for pollutant disposal or recycled materials, along with the photographs documenting destruction of the vessel. This documentation as well as all photos taken of the entire removal process shall be included in the post-removal reports submitted to CPD.

**Storage:** Vessels shall be maintained in the same condition in which they were accepted until disposal process is complete.

Contractor shall have an established, principal storage facility within the Tampa Bay area. The Contractor will be required to provide proof of ownership and/or valid lease agreements for the physical facility and property under Section 8. RESPONSE ELEMENTS, TAB 3 - Facilities and Equipment. The Contractor shall maintain these agreements during the entirety of the contract term.

The Contractor's storage facility will include a working alarm system to prevent unauthorized access, and the facility property shall be completely encircled by secure fencing, not less than six feet (6') in height. The top of any fence or wall enclosure, including gate(s), door(s), or open areas without a roof, shall be equipped with at least twelve inches (12") of barbed wire, or similar anti-intrusion barrier, which shall be installed in such a manner to discourage unauthorized entry. The Contractor shall be responsible for ensuring overall security of the property.

Contractor's facilities shall be configured to allow only authorized personnel with access. Access shall be adequately documented to meet the standards of chain of custody of evidence for criminal proceedings where applicable. The Contractor shall be able to supply identified CPD sworn officers with 24-hour access to the indoor facility.

**Property Restoration:** Any damage to the City of Clearwater's infrastructure resulting from the work being performed, including but not limited to docks, pilings, gangways,

floating docks, all attached hardware, and paved surfaces such as the asphalt parking pad and concrete boat trailer ramp, shall be repaired or replaced to its pre-work condition at the Contractor's expense in a timely manner. This work shall be completed promptly and without any additional cost to the City, ensuring that normal use of the facilities is not disrupted.

**Public Interaction:** All work shall be completed in such a manner as to minimize disruption to boat ramps, boaters, and roadway traffic.

**Communications:** The Contractor is required to have two-way communication at the job site(s). Two-way communications can be cellular, Marine Band, or other. Contractor shall provide a minimum of 48-hour notice of removals to allow for CPD or other City representatives to be present during operations.

**Subcontractors:** The use of subcontractors shall be preapproved by the City of Clearwater.

**Photography:** Contractor shall take detailed photographs documenting the pre-removal condition of the vessel, every stage of removal, and the post-removal environmental conditions for each removal. Photographs of the destruction of the vessel or of the intact vessel at the landfill or storage facility are required. All photos shall include date and time stamp and be submitted to CPD at the conclusion of each job.

#### **5.4 Delivery**

Vessels shall be towed out of the water and delivered to the appropriate disposal or storage facility, as designated by CPD.

#### **5.5 Minimum Qualifications**

Companies responding to this RFP will explain their experience with marine vessel removal, towing, storage, and disposal services in Section 8.2, Response Elements, Tab 2 - Qualifications and Experience. With the Qualifications statement, a minimum of three (3) references, preferably from other public entities within the State of Florida for which similar services have been provided, are required.

### **INSURANCE REQUIREMENTS**

A list of Insurance Policies that may be required.

#### **6.1 Requirements**

The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be

obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

## **6.2 Commercial Automobile Liability Insurance**

Coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

## **6.3 Marine General Liability (MGL)**

Coverage for at least \$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for:

- i. **Contractual Liability.**
- ii. **Products and Completed Operations.**
- iii. **Bodily Injury and Property Damage.**
- iv. **Sudden and Accidental Pollution.**

In addition to the above coverage components, the City should be named as an Additional Insured, including a Waiver of Subrogation in the City's favor as well as Primary and Non-Contributory wording.

## **6.4 Marina Operators Legal Liability**

Should have coverage for at least \$5,000,000 per occurrence / \$5,000,000 aggregate, with the City being named as an Additional Insured, as well as including a Waiver of Subrogation in the City's favor and Primary and Non-Contributory wording.

## **6.5 Vessel Hull & Machinery P&I**

The following types of insurance are required:

- A. **Protection & Indemnity Insurance (including crew):** Liability for any third party bodily injury or property damage caused by the vessel, requiring minimum limits of \$1,000,000. Contractor's P&I coverage must include Jones Act coverage.
- B. **Vessel Pollution Liability:** For barges or vessels of any size, require Vessel Pollution Liability with limits equal to the required P&I limits. In this case, \$1,000,000 would be the minimum limit acceptable.
- C. **Hull & Machinery (H&M):** Vessels to be insured for their Actual Cash Value.

The City should be named as an Additional Insured on the P&I and Vessel Pollution Liability, including a Waiver of Subrogation in favor of the City as well as Primary and non-contributory wording.

## **6.6 Bombershoot (AKA Umbrella)**

This is an additional line of coverage that would sit over the Marine GL, P&I, EL and Vessel pollution, and operates similarly to that of an Umbrella policy. \$1,000,000 would be our minimum requirement but recommend at least \$5,000,000.

## **6.7 USL&H and Workers Compensation**

Prior to the commencement of work, the Contractor shall obtain Workers Compensation insurance with limits sufficient to respond to applicable state statutes. All of the Contractor's employees as well as any subcontractor employees must be insured under USL&H where necessary. In addition, the Contractor shall obtain Employers' Liability insurance. Coverage shall be maintained throughout the entire term of the contract. Minimum limit requirements are as followed:

- A. **Part One: Statutory**
- B. **Part Two: Bodily Injury by Accident \$ 500,000**
- C. **Bodily Injury by Disease - Policy Limit \$ 500,000**
- D. **Bodily Injury by Disease - Each Employee \$ 500,000**
- E. **WCUSLH US Longshoreman & Harbor Workers Act – Same as Employers Liability**
- F. **WCJA Federal Jones Act – Same as Employers Liability**

## **6.8 Waiver of Subrogation**

With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

## **6.9 Other Insurance Provisions**

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater  
Attn: Procurement Division, 12-25  
P.O. Box 4748  
Clearwater, FL 33758-4748**

Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

**The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.**

## **MILESTONES**

### **7.1 Anticipated Beginning and End of Initial Term**



The initial term is estimated to be from May 2025 through April 2026.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

## **7.2 Renewal**

At the end of the initial term of this contract, the City may initiate renewal(s) as provided herein. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

two (2), one (1) year renewal(s) are possible at the City's option.

## **7.3 Extension**

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

## **7.4 Prices**

All pricing shall be firm for the initial term of two (2) or one (1) years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal.

- A. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
- B. During the sixty (60) day period prior to the renewal anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.
- C. At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for each renewal term listed above.
- D. No fuel surcharges will be accepted.

## **RESPONSE ELEMENTS**

**NOTE: Every proposal received by the City will be considered a public record pursuant to Chapter 119, Florida Statutes. Any response marked confidential may be deemed non-responsive to this RFP.**

## **8.1 Proposal Submission**

The City prefers responses are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>.

Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City strongly recommends completing your response well ahead of the deadline.

Bidders can get help through OpenGov Assist, located on the bottom right of the OpenGov portal.

## **8.2 Proposal Format**

The following items shall be included in your proposal and uploaded into the specified section of the

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

- a. The proposer's understanding of the work to be performed.
- b. A positive commitment to perform the service within the time period specified.
- c. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project.

**TAB 2 – Qualifications and Experience.** The following information should be included:

1. A statement of qualifications, abilities, experience and expertise in providing the requested services.
  - a. A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence.
  - b. An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
  - c. References – A minimum of three (3) references, preferably from other public entities within the State of Florida, for whom you have provided similar services. Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided.
2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City. Resumes, including relevant experience may be included.

**TAB 3 – Facilities and Equipment.** Clearly describe the vessels, vehicles, trailers, equipment, and facilities intended to be used for the services listed herein. Provide pictures of vessels, trailers, equipment, established facilities, and other documentation, including certificates, to assist during proposal evaluations to include proof of ownership and/or valid lease agreements for facilities.

**TAB 4 - Capacity for Contract.** Clearly describe your understanding of and ability to accommodate and respond to requests for Marine Vessel Removal, Towing, Storage and Disposal Services.

**TAB 5 - Pricing Sheet.** Proposal should include the following elements:

- a. Section 5. Pricing Sheet shall be completed and included with response.
- b. A listing of any and all additional charges not specifically identified in Section 5. Pricing Sheet.

**TAB 6 - Other Forms.** The following forms should be completed and signed:

- a. Scrutinized Companies Form(s) as required
- b. Compliance with Anti-Human Trafficking Laws Form as required
- c. Copies of licenses and or certifications if requested
- d. W-9 Form. Include a current W-9 form. (available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

#### PRICING SHEET

#### PRICING SHEET

Line Item	Description	Unit Price	Per Vessel	Discount (%)
1	Derelict Vessel Removal & Disposal, including towing: < 20 feet	\$		
2	Derelict Vessel Removal & Disposal, including towing: 20-40 feet	\$		
3	Derelict Vessel Removal & Disposal, including towing: 41-60 feet	\$		
4	Derelict Vessel Removal & Disposal, including towing: > 60 feet	\$		
5	Towing only: < 20 feet	\$		
6	Towing only: 20-40 feet	\$		
7	Towing only: 41-60 feet	\$		
8	Towing only: > 60 feet	\$		

#### PRICING FOR EMERGENCY MOBILIZATION AND STORAGE

Line Item	Description	Service Unit	Unit Price	Discount (%)
1	Emergency Mobilization Fee: Lump Sum pricing	per call		
2	Storage pricing	per day		

## SUBMITTAL REQUIREMENTS

### 1 Exceptions\*

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Do you have any exceptions to the provisions or specifications?

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

*Exceptions Taken\**

**\*\*Special Note – Any material exceptions taken to the City's Terms and Conditions may render a Proposal non-responsive.**

Upload a copy of any exceptions taken to the provisions or specifications in this solicitation.

\*Response required

### 2 Additional Materials\*

Have you included any additional materials?

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

*Description of Additional Materials\**

Provide a brief description of the additional materials included.

\*Response required

### 3 Certified Business\*

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

*Certified Business Type\**

Pick one of the following.

- ☐ Certified Small Business  
☐ Certified Minority, Woman, or Disadvantaged Business Enterprise

\*Response required

When equals "Yes"

*Certifying Agency\**

List the Agency that provided your certification.

\*Response required

When equals "Yes"

*Certification Documentation\**

Provide a copy of your certification.

\*Response required

#### **4 Vendor Certification\***

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.
- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- C. It has no known, undisclosed conflicts of interest.
- D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
- G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
- I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- J. It is current in all obligations due to the City.
- K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.

- L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

☐ Please confirm

\*Response required

**5 E-Verify System Certification\***

***PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.***

The affiant, by virtue of confirming below, certifies that:

- A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
- B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- C. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- E. The Contractor must maintain a copy of such affidavit.
- F. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- G. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

☐ Please confirm

\*Response required

**6 Scrutinized Company Certification\***

Please download the below documents, complete, and upload.

- [SCRUTINIZED COMPANIES AND B...](#)

\*Response required

**7 Compliance with Anti-Human Trafficking Laws\***

Please download the below documents, complete, and upload.

- [Compliance with 787.06 form...](#)

\*Response required

**8 Vendor's Proposal\***

Upload a copy of your proposal with the information requested as detailed in the solicitation titled 12-25 Marine Vessel Removal, Towing, Storage, and Disposal Services.

\*Response required

**9 W-9\***

Upload your current W-9.

\*Response required