



REQUEST FOR PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Emergency Debris Removal and Disposal

RFP NO.:

2024-11-008

DUE DATE:

**Friday, April 5th, 2024 on or before 3:00 p.m. EST
(Municipal Building)**

ISSUED: Tuesday, March 5th, 2024

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov



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SECTION 1.0: Advertisement

**REQUEST FOR PROPOSAL (RFP)
Emergency Debris Removal and Disposal
No. 2024-11-008**

The Village seeks to procure a qualified and experienced Company with extensive expertise in Emergency Debris Removal and Disposal as required by the RFP. The Company must possess a minimum of **seven (7) years of experience** in Debris Removal and Disposal working in conjunction with public entities and FEMA. Services shall be provided in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP). Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

The Village will **receive sealed proposals no later than 3:00 p.m.** on or before **Friday, April 5th, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157.** All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **“Emergency Debris Removal and Disposal RFP# 2024-11-008”**. **THE PACKAGE MUST BE CLEARLY LABELED “TO THE ATTENTION OF THE VILLAGE CLERK”, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A pre-submission meeting is scheduled for **Monday, March 25th, 2024, at 11:00 a.m.** at the Village Hall Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Tuesday, March 5th, 2024.** All documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY (“Village”)

Emergency Debris Removal and Disposal (the “Project”)

FEMA guidelines stipulate that for the Village to be able to receive assistance for disaster debris removal from public access roads, rights-of-way, and public property, the Village must establish an Emergency Debris Removal and Disposal Contract. The Company shall be familiar with the proper forms needed to be filled out to FEMA. Record keeping of debris removal and disposal activities is a critical component in a successful debris operation and in the justification and documentation of any application for FEMA Public Assistance funding.

As such, the Village is soliciting sealed proposals to establish an on-call comprehensive Emergency Debris Removal and Disposal Contract with qualified and experienced Company(s). The successful Proposer(s) for this Project will provide disaster debris pickup, clearing and disposal with proper record keeping, for example: description of job, equipment used, how many personnel used, hourly wage, cubic yard and disposal location. The successful Proposer shall provide forms and services for reporting manifests, load tickets, daily reports, reconciliation reports and truck/equipment measuring sheets. The successful Proposer shall also provide employee hourly analysis reports, including mileage, for its own employees. All removal and disposal services shall be performed to FEMA and Village standards.

The response of the selected Company(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the Village shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state and private agencies. Contract services resulting from this RFP shall be performed on an “as-needed basis” following a declaration of emergency and task assigned with specific contract task orders for an initial period of one (1) year. Response activation will be through issuance of a Work Order.

Company(s) are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be prepared in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village.

Prior to the submittal of a proposal, Company(s) are advised to carefully examine the following:

- General Terms and Conditions
- Project scope and work tasks to be accomplished
- Specifications
- Insurance requirements and required documentation
- The Contract Document

Community Profile

The Village of Palmetto Bay is a municipality in Miami-Dade County, Florida. The Village incorporated on September 10th, 2002, taking the territory formerly held by the Cutler and East Perrine census-designated places. The Village provides high-quality government services to over twenty-four thousand four hundred sixty-nine (24,469) residents. The Village is home to the Old Burger King headquarters and the Deering Estate. The Village covers eight-point eight (8.8) square miles of land with approximately one hundred eighteen (118) centerline miles of streets. It is bordered by the Village of Pinecrest on the north, and the Town of Cutler Bay on the south, Biscayne Bay on the east and Unincorporated Miami-Dade County on the west. To learn more about the Village of Palmetto Bay, please visit our official website at www.palmettobay-fl.gov.

Background Information

The most recent declared disaster was Hurricane Irma, with a total debris pickup of two hundred forty thousand four hundred sixty-two (240,462) cubic yards.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the RFP, all questions shall be submitted in writing to the Village by 3:00 p.m. on Monday, April 1st, 2024. Failure to submit written questions regarding the RFP by 3:00 p.m. on Monday, April 1st, 2024, shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Contract. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda emailed to all Parties recorded by the Village as having received the proposal documents.

Inquiries must be received by Monday, April 1st, 2024, no later than 3:00 p.m.

3.04 Addenda to RFP

The Village may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding

this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and a until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this proposal shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential Proposer and the Procurement Specialist regarding this proposal is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. Vehicle List
4. Governmental References
5. Acknowledgment, Warranty, and Acceptance
6. Non-Collusive Affidavit
7. Sworn Statement on Public Entity Crimes
8. Disability Nondiscrimination Statement
9. Business Entity Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Past Contract Disqualifications
13. E-Verify Affidavit
14. Foreign Country of Concern Attestation
15. Certification for Disclosure of Lobbying Activities of Federal-Aid Contracts
16. Bond Company Letter (see pg. 20)

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village

and shall be deemed to be public records subject to public inspection after the award is issued.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - Comprehensive General Liability - \$2,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
 - Workers Compensation - Statutory Limits
 - Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
 - Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Contract, the Proposer shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this Contract. ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Submittal of One Proposal Only

No individual or business entity shall be allowed to make, or to be interested in more than one proposal.

3.17 Proposer Responsibilities

The Company shall not look at the Village to pay for damages to the Company's personal property, the Company's' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.18 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

~~The number of days within which, or the date by which, the Work is to be completed will be determined with each Work Order. The Company shall provide services for a not to exceed fee (to be negotiated) and for the period specified in the Work Order. Time is of the essence regarding all terms and conditions in the Contract.~~

3.22 Litigation

Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the Proposer, any of its employees, or Subcontractors has been involved in within the last three (3) years.

3.23 Subcontractors

If the Proposer intends on Subcontracting out all or any portion of the of the scope of work, the name of the proposed Subcontracting companies must be clearly disclosed in the proposal and approved by the Village. Following the award of the Contract, no additional Subcontracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Proposer shall submit with the proposal a list of the Subcontractors who will perform the Work for each division of the Project Specifications. The Proposer shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The Proposer shall provide an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers, and its name for each such Subcontractor, person, and organization. No change shall be made after submission of the proposal, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of the Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful Proposer to submit an acceptable substitute without an increase in the proposal price. If the apparent successful Proposer declines to make any such substitution, the Contract shall not be awarded to such Proposer. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable.

If the Contract Price is on the basis of the Price Cost Form, the eventual successful Proposer, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such Proposer proposes to Subcontract and after the Notice of Intent to Award may only Subcontract other portions of the Work with the Villages written consent.

3.24 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or Subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

3.25 Protests, Appeals and Disputes

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?no_deld=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?no_deld=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

3.26 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall

withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.27 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Company, or Subcontractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

3.28 Work Delays

Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the work order, the Village may, at the time of acceptance of the Work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

3.29 PERFORMANCE AND PAYMENT BONDS

Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the Contract price, and issued by a properly licensed surety company acceptable to the Village. The bonds should provide that the surety's liability will be co-extensive with the Company's liability, and should contain a provision that the surety waives notice of changes to the Contract, including, but not limited to, changes in the times for performance. For Contracts not exceeding Fifty Thousand Dollars and Zero Cents (\$50,000.00) a surety bond is not required.

- a. A Performance Bond
- b. A Labor Payment Bond

SECTION 3.1: Special Terms and Conditions for Receipt of RFP

Required Clauses from Federal Emergency Management Agency (FEMA)

FEMA requires that the following terms and conditions be incorporated into this solicitation and subsequent contract. By submitting a proposal in response to this solicitation, the Company acknowledges and agrees to adhere to the specific requirements of these clauses.

A. Key Definitions

1. **Federally Assisted Construction Contracts** Regulation 41 C.P.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
2. **Construction Work** The regulation at 41 C.P.R. §60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
 - a. During the performance of this Contract, the Company agrees as follows:
 - i. The Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Company shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The Company shall, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The Company shall send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Company shall comply with all provisions of Executive Order 11246 of September 24, 1965, the Davis-Bacon Act, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Company shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Company's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Company shall include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Company shall take such action with respect to any direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Company becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the

administering agency the Company may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Copeland and Anti-Kickback Act

1. The Company shall comply with 18 U.S.C. § 874, 40\ U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. **Subcontracts** The Company or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may be appropriate instructions require, and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all these contract clauses.
3. **Breach** A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Company and Subcontractor as provided in C.P.R. § 5.12.

C. Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

1. **Overtime requirements.** No Company or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Company and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Company and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of Ten Dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Company or Subcontractor under any such contract or any other Federal contract with the same prime Company, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Company, such sums as may be determined to be necessary to satisfy any liabilities of such Company or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Company or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

D. Clean Air Act

1. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et. Seq.
2. The Company agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. The Company agrees to include these requirements in each subcontract exceeding One Hundred Thousand Dollars and Zero Cents (\$100,000.00) financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act

1. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. Seq.
2. The Company agrees to report each violation to the Village and understands and agrees that the Village will in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.

3. The Company agrees to include these requirements in each subcontract exceeding One Hundred Thousand Dollars and Zero Cents (\$100,000.00) financed in whole or in part with Federal assistance provided by FEMA.

F. Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Company is required to verify that none of the Company, its principals (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3. This certification is a material representation of fact relied upon by the Village. If it is later determined that the Company did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Company agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)

The Company agrees to cooperate with the Village for the Village to recover as much of its debris removal cost as possible from the federal government, including FEMA, and to provide necessary documentation, including Certifications regarding lobbying. Currently, FEMA requires that the Village and all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose lobbying activities seeking to influence federal office, employees, members of Congress in connection with obtaining federal contract, grant or any other award covered by 31 U.S.C. § 1352. All Company(s), by submitting a proposal, agree to provide Certification regarding Lobbying as required by the federal government and/or its agencies.

H. Procurement of Recovered Materials

1. In the performance of this Project, the Company shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - i. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii. Meeting Contract performance requirements; or
 - iii. At a reasonable price
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

I. Access to Records

1. The Company agrees to provide the Village, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Company which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions needed.
3. The Company agrees to provide FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

J. Disaster Response Services (DRS) Seal, Logo, and Flags

The Company shall not use the DRS seal(s), logos, crests, or reproduction of flags or likenesses of DRS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Company shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Company, or any party pertaining to any matter resulting from the Contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this Contract.

N. Bonds/Guaranty – Performance and Payment Bonds

The Company shall provide the Village with a Performance and Payment Bond based on one hundred percent (100%) of the contract value, within ten (10) calendar days of a written notice to proceed by the Village. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of the original execution by the Bond Surety. Bonds shall be executed by the Company and surety company authorized to do business in the State of Florida with an A.M. Best rating of "B+" or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all Subcontractors, materials and laborers. If the value of the contracted work increases, the Company shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

NOTE: A LETTER FROM YOUR BONDING COMPANY THAT VERFIES YOU CAN COMPLY WITH THIS REQUIREMENT AND THE MAXIMUM AMOUNT IN WHICH YOUR COMPANY CAN BE BONDED MUST BE INCLUDED WITH YOUR PROPOSAL. FAILURE TO SUBMIT THE LETTER WITH THE PROPOSAL SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary. The following are the services necessary to satisfy the terms of the Contract agreement.

4.01 Scope of Work

The selected Company shall perform the services detailed in this specification in a timely and expeditious manner. If the disaster is such that it may reasonably be predicted in advance, selected Company(s) shall have management personnel with the Village's Emergency Operations Center (EOC) at least twenty-four to forty-eight (24-48) hours prior to arrival of the disaster. If the disaster is such that the disaster could not be predicted the selected Company(s) shall have management personnel with the EOC within twenty-four (24) hours after the event. Selected Company(s) shall mobilize work crews and heavy equipment within such period as may be set forth within the Notice to Proceed. Crews shall be mobilized in a staggered phasing so as not to overwhelm the resources of the Village's monitoring personnel. As part of the proposal, Company's shall describe their mobilization program and experience with such mobilization. Selected Company(s) should clearly detail experience in large, previous compelling mobilizations, to multiple sites with short time frames.

The selected Company(s) shall provide a daily update of progress, showing the streets cleared by map, the volumes recovered, the location of the crew, and the estimated percentage completion and shall be accessible by the Village. The Company(s) shall provide examples of such work plan, their web-based programs, their plans for its use, and the hosting thereof in their proposal.

4.02 Definitions

Whenever, in these Instructions, the terms defined in the RFP Documents are used (or pronouns used in their place), the intent and meaning of such terms shall be interpreted as indicated in the Contract.

Aerial Photographs mean 8 1/2" x 11" color enlargements of multiple view (usually three) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Village means the Village of Palmetto Bay or the Village Council, for who work is to be conducted pursuant to this RFP and the Contract.

Contract Manager means the Village's representative duly authorized by the Village Manager or Public Service Director to provide direction to the Company regarding services provided pursuant to this RFP and the Contract.

Company means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators, and assignees.

Drop-off Site means a site established for residents of the Village to drop off debris.

Eligible Debris means debris resulting from a presidentially declared disaster whose removal, as determined by FEMA, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Hazardous Stump means an uprooted tree or stump (i.e., fifty percent (50%) or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Mixed Debris means a mixture of various types of debris including, but not limited to, construction and demolition debris, white goods, metals, household hazardous waste, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the Village to the Company of the date and time for work to start.

NRCS means the U.S. Department of Agriculture's Natural Resources Conservation Service.

Project Manager means the individual appointed by the Company to be the Village's primary point-of contact and who is responsible for all services and personnel that are provided by the Company pursuant to this RFP and the Contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

TDSR Site means Temporary Debris Storage and Reduction Site.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

4.03 Project Management and Process Oversight

Project management and process oversight activities shall include but not be limited to the following:

- A. The Company shall appoint a Project Manager, fluent in English, who will be the Village's primary point-of-contact and will be responsible for all services and personnel that are provided by the Company.
- B. The Project Manager shall assist the Village in developing a Debris Management Action Plan for the specific occurrence. The Company may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDSR Sites, estimating debris quantities, and developing emergency plans for debris clearance following an emergency event.
- C. The Project Manager shall attend all meetings and briefings designated by the Village. Daily meetings will be conducted by the Village with the Company, DMC and other essential personnel problems, and discuss progress of the debris recovery effort.
- D. The Company shall provide trained personnel to observe, direct and document the activities of the DMC. The Company shall be responsible for scheduling work for all its personnel daily. The Company shall assist the Village in coordinating work assignments for the DMC.
- E. The Company shall track and coordinate with Village personnel to respond to problems in the field and to citizens' complaints, including commercial or residential property damage claims as a result of debris removal.
- F. The Company shall attend one meeting annually, at no expense to the Village, for pre-event planning.
- G. The Company must be prepared to provide TDSR at a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week.
- H. The Company must be prepared to provide personnel as necessary and needed to provide debris removal functions.

- I. The Company must provide all equipment, tools, supplies and training to all personnel that is necessary for them to perform their responsibilities.

4.04 Documentation and Reimbursement

- A. The Company shall use load tickets, provided by the DMC, to track and document the removal and management of Eligible Debris. The Company shall ensure that load tickets meet the requirements of FEMA and other federal or state reimbursement agencies. The Company shall retain original completed tickets on behalf of the Village, which shall be turned over to the Village daily. Copies of completed load tickets shall also be retained by the Company, vehicle driver, Subcontractor, and DMC.
- B. The Company shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared Presidential disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
- C. The Company shall assist the Village in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable federal, state or local agencies.
- D. The Company shall provide regular reports throughout the emergency event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDSR Site as well as a total for all TDSR Sites; and a final report following completion of debris recovery operations.
- E. The Company will prepare and submit operational reports throughout the duration of the recovery operations.

Daily reports shall document the debris removal Company's' activities and progress from the previous day. Daily reports will be submitted to by 9:00 a.m. to a distribution list established by the Village's Project Manager. Each daily report submitted will contain the following minimum information:

1. Company name
2. Contract number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed,

- processed, and hauled.
4. GIS mapping data updates and digitized reports.
 5. All available GIS layers required will be provided to the Company by the Village prior to an event or as soon as possible to ensure up to date files and consistency in field structure.
 6. Data exports on a monthly basis will be provided in a format acceptable to the Village.
 7. Scanned documents should be at a minimum 300 dpi and in jpg, or pdf file format.
 8. Aerial Photography on a monthly basis, if requested by the Village.

In addition, the Proposer shall provide Safety reports, Truck/Trailer Certification reports, personnel assignments, and other such reports as deemed necessary to properly and accurately manage and monitor the Work.

At a minimum the Proposer must be familiar with FEMA's Public Assistance Program, and the latest editions of the following:

- a. Public Assistance Guide (FEMA 322)
- b. Applicant Handbook (FEMA 323)
- c. Public Assistance Debris Management Guide (FEMA 325)
- d. Public Assistance Debris Monitoring Guide (FEMA 327)
- e. Debris Estimating Field Guide (FEMA 329)
- f. FEMA's Recovery 9500 Series
- g. FEMA Disaster Assistance Policies
- h. FEMA PA Program guidelines
- i. FEMA Recovery Fact Sheet RP9580.201
- j. Memorandum of Understanding for Contaminated Debris Management between FEMA, EPA, and USACE

4.05 Technical Expertise and Guidance

As directed by the Village, the Company(s) shall provide:

- A. Development of debris plan to include staff training.
- B. Technical support and assistance in developing public information.
- C. Other reports and data as required by the Village.
- D. Aerial photographs per Village specifications will be flown monthly (of the debris sites or other areas if designated or requested by the Village).

4.06 Company Personnel

- A. The Company shall secure at its expense all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any

contractual relationship with the Village or of the Village's DMC.

- B. The Company's shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Fully trained, qualified, competent and reliable personnel capable of providing comprehensive Emergency Debris Removal and Disposal in compliance with the requirements and instructions contained in this competitive RFP. Staff trained, knowledgeable and capable of reviewing, reconciling and compiling reports, invoices, logs, etc. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP and other application federal, state or local agency regulations and policies is required. If necessary, the Company personnel shall possess any certifications or licenses that are required by federal, state or local law in order to perform such services.
- C. At the annual hurricane preparedness meeting with the Village, the Company shall submit an operations report that identifies key personnel and positions/classifications dedicated to this Contract. The Company shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to the Project Manager and Field Supervisors, must be approved by the Village. The Village retains the right to request personnel replacements.
- D. The Company's staffing plan shall include the positions listed below. The Company may use other positions as necessary and as approved by the Village. All such positions and applicable hourly rates shall be listed in the Price Cost Form provided in Section 8.0 Required Proposal Submittal Forms.
 - 1. Project Manager – Primary point-of-contact to the Village and overall responsible for all Company services and personnel.
 - 2. Debris Site Security – Provides security at TDSR Sites and Drop-off Sites when sites are not open.
 - 3. Data Entry – Track, verify and enter load tickets.
- E. The Company's field personnel shall be identifiable with safety vests and vehicle placards.

The final determination of staffing will be made by the Village depending on need. The Company(s) may use other required positions as necessary with the written approval of the Village's Project Manager. All such positions and applicable hourly rates shall be listed in the Price Cost Form provided in Section 8.0 Required Proposal Submittal Forms.

As applicable the Company(s) shall ensure that staff has vehicles, telephones, meals, lodging arrangements, safety gear, cameras, and other incidentals to work up to extended hours and up to seven (7) days per week. In addition, where required, staff shall be equipped with state-of-the art technology which includes

digital cameras, laptop computers, field communication devices, and GPS units with an accuracy of three (3) meters. Where possible the Company should maximize the use of individuals residing locally (Miami-Dade and Broward Counties).

4.07 Other Services

As directed by the Village, the Proposer may provide the following:

- A. Training and Assistance: Sessions for all key Village personnel and assistance in all disaster debris recovery-planning efforts.
- B. Perform Preliminary Safety and Damage Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying hangers, leaners, stumps and unsafe trees, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
- C. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the Village. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- D. Digitization of all source documentation (such as load tickets and supplies to the Village with each invoice).
- E. Pre and post soil sampling of the site.
- F. Provide a Phase I Environmental Assessment of Each TDSR Site within two (2) weeks of request by the Village.
- G. A full-size evaluation, including maps of locations and surveys (wetlands, threatened and endangered species) of proposed TDSR Site(s).
- H. Assist the Village in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issue.
- I. Follow the best management practices as outlined in the Florida Stormwater Erosion and Sedimentation Control Inspector Manual.
- J. Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways.

4.08 Review, Permits, Licenses and Certificates

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the disaster. The Company(s) will work closely with the Village and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Company(s) will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

- A. Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- B. Clean Water Act (NPDES) Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and stormwater management permit
- C. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.
- D. TDSR and Final Disposal permits or authorizations from FDEP and the County RER if appropriate. All final disposal sites must be pre-approved by the Village.

4.09 Scheduling of Work

The Company(s) will be assigned work to be performed through the issuance of a Work Order. The Company shall provide services for a not-to-exceed fee (to be negotiated) and for the period specified in the Work Order. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed in the RFP and incorporated into the Contract. Should these services be required for a longer period, the Company will prepare and submit a Work Order Proposal for additional costs, consistent with the rates in the RFP and incorporated into the Contract. A revised cost will be negotiated, and the Village will issue a Supplemental Work Order for the revised cost.

4.10 Event Closure

The Company(s) will assist the Village in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by Village staff and designated debris removal Company. The Company(s) will assist in reviewing and processing requests for payment by the disaster debris removal Company. The Company(s) will assist the Village in responding to any audits and requests for documentation from FEMA, FHWA, Miami-Dade County, or the State of Florida.

4.11 Final Report

A final report will be prepared by the Company(s) and will be submitted to a distribution list as established by the Village's Project Manager within thirty (30) days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites

at the conclusion of all related operations.

At a minimum, the following information will be included in this report:

1. Discussion of disaster response requirements and results.
2. Recommendations for future disaster response strategies.
3. Copies of manifests, certificates, and related documents.
4. Logbooks and all other data taken during the implementation of the Village's Disaster Response Plan.

Section 5.0: Proposal Submission Requirements

Proposals must be received by 3:00 p.m., on Friday, April 5th, 2024. Official time will be measured by the time stamp of the Village Clerks Office. **Late submittals will not be considered.** The proposals submitted by facsimile or email will not be accepted. The proposals must be clearly titled “**Emergency Debris Removal and Disposal RFP# 2024-11-008**”

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

5.01 Format and Content of Proposals

Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Submit one (1) original, one (1) copy, and one (1) electronic copy on a CD or flash drive of your complete submittal package.

Responses to this Request shall be in one (1) volume. Any Company brochures and/or information pertaining to the qualifications of the Company and/or team may be submitted but must be included in a single volume.

A. Cover Letter

The cover letter will include the following:

1. Introduction of the Company
2. Signed by an authorized principal of the Company.
3. Include the name, address, and phone number of the Company submitting the proposal.
4. Include the name and signature of an authorized binding official who is authorized to answer questions regarding the Company's proposal.

B. Qualifications and Experience of the Company

1. The respondent shall describe the Company, including size, range of activities, and number of years with relevant experience with government accounts.
2. The respondent shall detail company-wide experience and expertise in this scope of work.
3. Proof of insurance shall be submitted as a part of the qualifications portion of the proposal.

4. The respondent must provide governmental references, including the name, address, and phone number of a contact person for each project identified and described. A minimum of five (5) governmental references, but no more than ten (10) shall be included in your proposal submission. The Village, Reference Form is incorporated in Section 8.0: Required Proposal Submittal Forms.
 - o References shall be similar in scope, size, or discipline to the required services described herein, performed or undertaken within the past ten (10) years.
5. Provide a list of all Municipal clients in Florida.

C. Scope of Services/Methodology

The method(s) utilized for record keeping debris removal under this Contract are to be determined by the Company and approved by the Village. Describe in detail the Company's disaster debris record keeping experience; post-event assistance services and provide the qualifications of the Company's personnel experience in accomplishing the debris removal and disposal tasks outlined in the Scope of Services and include information for level of staff to be assigned to contract. Include a work plan which details the methodology to be followed to perform the scope of services included in this solicitation.

D. Price Cost Form

Provide Emergency Debris Removal and Disposal fees/prices on the Price Cost Form provided in Section 8.0 Required Proposal Submittal Forms.

E. Contract

The Village has attached its standard draft contract (Section 10.0).

F. Required Proposal Submittal Forms (Section 8.0)

G. Bond Surety Letter

H. Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

6.01 Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

<i>Criteria</i>	<i>Points Allowed</i>
Fees	10
Qualifications & Relevant Experience	25
Qualifications of Project Manager & Other Key Personnel	25
Scope of Services / Methodology and Approach	25
References (Experience services for similar projects)	15
TOTALS	100

Proposals will be evaluated based on the Company's responses to the requirements of this RFP. Evaluations will focus on relative strengths, weaknesses, deficiencies and risks associated with the proposal. Interviews with the Company are not anticipated but may be held at the option of the evaluation committee. The Village reserves the right to obtain clarification or additional information from any Company regarding its proposal.

Short-listed proposals may be selected for an oral interview or presentation prior to a recommendation being presented to the Village Council. The Village reserves the right to select a responsive, responsible Company(s) on the basis of best value that is most advantageous to the Village. Final recommendation of any selected Company(s) is subject to the approval of the Village Council.

6.02 Description of Evaluation Criteria(s):

Fees (10 points)

Each Company shall include any and all fees or expenses that may be charged to the Village on the attached Price Cost Form.

Qualifications & Relevant Experience (25 points)

Each Company shall give a description of the Company, including the size, range of activities, and the number of years with relative experience with governmental accounts. Emphasis should be given as to how the Company-wide experience with providing similar services, expertise, and ability to provide the scope of services required in the RFP will be brought to bear on the proposed project. Describe post-event assistance services and details of the Company's disaster debris record keeping experience. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal and other funding sources rules, regulations, and programs, including but not limited to, the reimbursement processes/procedures FEMA, NRSC, FDEP and Florida Laws

and acceptable accounting practices. The Company should also submit proof of insurance and relevant certificates/licenses as a part of the qualifications portion of their proposal.

Qualifications of Project Manager & Other Key Personnel (25 points)

Each Company shall provide a general description of the Company, including an organizational chart, number of team composition and duties of Company site/team leader, and provide the names and qualifications of the Company's personnel experience in accomplishing the debris record keeping tasks outlined in the scope of services including resumes of key personnel.

Scope of Services / Methodology and Approach (25 points)

Each Company will be evaluated on their approach to how the Scope of Services will be met and the Data Management & Reporting Procedures to be used for reimbursement proposes. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to the Contract must also be included.

References (Experience services for similar projects) (15 points)

The Company's current workload and future commitments to other emergency response contracts both in man hours per year and as a percentage of total workload for all key project personnel. As part of the proposal evaluation process, the Village will investigate references, including a record check or consumer affairs complaints. The Village Reference Form is incorporated in Section 8.0: Required Proposal Submittal Forms. The Company's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Village as part of their evaluation may perform an inspection of the Company's facilities.

Discussions and/or interviews may be conducted with responsible Company's that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Company's. The selection shall be done by the Village's review committee and will be recommended to the Village Council for final approval.

If the Village is unable to reach any sort of agreement with the selected Company's, the Village will discontinue negotiations with the selected Company's and begin negotiations with the Company's in the following rank and so on until agreement is reached.

The Company's to be recommended to the Village Council will be the Company's whose proposal is determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this RFP. No other factors or criteria not listed in this RFP shall be used in the evaluation.

More than one (1) Company may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. The Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

SECTION 7.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Tuesday, March 5 th , 2024	Posted on the Miami's Community Newspaper and Villages' Website	
Pre-Submission Meeting	Monday, March 25 th , 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Monday, April 1 st , 2024	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Proposal Submission Date	Friday, April 5 th , 2024	Village of Palmetto Bay Municipal Center ATTENTION TO THE VILLAGE CLERK 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

A. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement

The Proposer to which award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft contract is included in this Request.

C. Insurance Requirements

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

D. Business License & Tax

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

E. Failure to Accept Contract

The following will occur if the Proposer to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Commencement

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the Project and the Proposal Form have been completed.

SECTION 8.0: Required Proposal Submittal Forms

PRICE COST FORM

The Company shall provide hourly rates for the following key personnel. These labor rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). The Company should add to the list other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. The Company shall also provide rates, as noted below, for supplying the Village with aerial photographs.

SECTION 1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL				
#	DESCRIPTION	UNIT	QTY	COST
DRPD 1	Mobilize & Demobilize	LUMP SUM	1 UNIT	\$
DRPD 2	Pick-up and haul of white goods	EACH	1 UNIT	\$
DRPD 3	Pick-up and disposal of hazardous material	POUND	1 UNIT	\$
DRPD 4	Sweep curb and gutters	HR. RATE	1 UNIT	\$
DRPD 5	Process stump based on FEMA conversion table	CUBIC YARD	1 UNIT	\$
DRPD 6	Hazardous stump removal & hauling, disposal of 24" to 47.99" diameter	EACH	1 UNIT	\$
DRPD 7	Hazardous stump removal & hauling, disposal of 48" diameter and greater	EACH	1 UNIT	\$
DRPD 8	Dead animal collection, transportation and disposal	POUND	1 UNIT	\$
DRPD 9	Debris removal from public property (rights of way) hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 UNIT	\$
DRPD 10	Debris removal from public property (rights of way) & hauling to DMS within the limits of the Village of Palmetto Bay	CUBIC YARD	1 UNIT	\$
DRPD 11	Debris removal from DMS, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CUBIC YARD	1 UNIT	\$
DRPD 12	Processing (grinding) of debris at DMS	CUBIC YARD	1 UNIT	\$
DRPD 13	Hazardous tree removal 6" to 11.99" diameter (excluding hauling and disposal)	EACH	1 UNIT	\$
DRPD 14	Hazardous tree removal 12" to 23.99" diameter (excluding hauling and disposal)	EACH	1 UNIT	\$
DRPD 15	Hazardous tree removal 24" to 47.99" diameter (excluding hauling and disposal)	EACH	1 UNIT	\$
DRPD 16	Hazardous tree removal 48" diameter and greater (excluding hauling and disposal)	EACH	1 UNIT	\$

SECTION II: EMERGENCY ROAD CLEARANCE

(INITIAL CLEARANCE - NOT TO EXCEED 70 HRS)

#	DESCRIPTION	UNIT	QTY	COST
ERC 1	Debris removal from private property & publicly owned property (other than right-of-way) to be hauled and dumped at South Dade Landfill located at 23707 SW 97 Ave Gate A, Miami, Florida 33032	CUBIC YARD	1 UNIT	\$
ERC 2	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARD	1 UNIT	\$
ERC 3	Leaning trees / hanging limbs	EACH	1 UNIT	\$
ERC 4	Demolition of structures	CUBIC YARD	1 UNIT	\$

SECTION III: EQUIPMENT WITH OPERATOR - HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
EWO 1	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 UNIT	\$
EWO 2	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 UNIT	\$
EWO 3	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 UNIT	\$
EWO 4	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 UNIT	\$
EWO 5	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 UNIT	\$
EWO 6	753 Skid steer w/debris grapple	HOURLY RATE	1 UNIT	\$
EWO 7	754 Skid steer loader w/bucket	HOURLY RATE	1 UNIT	\$
EWO 8	755 Skid steer w/broom	HOURLY RATE	1 UNIT	\$
EWO 9	Excavator type hoe on rubber w/grapple	HOURLY RATE	1 UNIT	\$
EWO 10	JD310 or equal TLB	HOURLY RATE	1 UNIT	\$
EWO 11	Hand fed debris chipper	HOURLY RATE	1 UNIT	\$
EWO 12	Diamond Z or equal 800/1000 tub grinder	HOURLY RATE	1 UNIT	\$
EWO 13	40' / 60' Bucket Truck	HOURLY RATE	1 UNIT	\$
EWO 14	Service truck	HOURLY RATE	1 UNIT	\$
EWO 15	Water truck (2000 Gallons)	HOURLY RATE	1 UNIT	\$
EWO 16	Portable light tower (lighting 4)	HOURLY RATE	1 UNIT	\$
EWO 17	Pick-up (w/o driver)	HOURLY RATE	1 UNIT	\$
EWO 18	Knuckle-boom w/grapple self-loading dump type truck	HOURLY RATE	1 UNIT	\$
EWO 19	Single axel dump type truck, 5/12 CY	HOURLY RATE	1 UNIT	\$
EWO 20	Tandem axel dump type truck, 16/20 CY	HOURLY RATE	1 UNIT	\$

EWO 21	Trailer type truck/tractor 24/40 CY	HOURLY RATE	1 UNIT	\$
EWO 22	Trailer type truck/tractor 41/60 CY	HOURLY RATE	1 UNIT	\$
EWO 23	Trailer type truck/tractor 61/80 CY	HOURLY RATE	1 UNIT	\$

SECTION IV: LABOR & MATERIAL - HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
LM 1	Operating Manager	HOURLY RATE	1 UNIT	\$
LM 2	Superintendent w/truck, phone & radio	HOURLY RATE	1 UNIT	\$
LM 3	Foreman w/truck, phone & radio	HOURLY RATE	1 UNIT	\$
LM 4	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 UNIT	\$
LM 5	Inspector w/vehicle, phone & radio	HOURLY RATE	1 UNIT	\$
LM 6	Climber w/gear	HOURLY RATE	1 UNIT	\$
LM 7	Chain and hand saw operator	HOURLY RATE	1 UNIT	\$
LM 8	Laborer & flagman	HOURLY RATE	1 UNIT	\$
LM 9	Haz-Mat Professional	HOURLY RATE	1 UNIT	\$
LM 10	Certified Arborist	HOURLY RATE	1 UNIT	\$
LM 11	Project Manager / Haz-Mat Professional	HOURLY RATE	1 UNIT	\$

PERSONNEL			COST
No.	Position	Measure	Hourly Rate
1	Project Manager	PER	\$
2	Field Supervisor	PER	\$
3	Field Monitor	PER	\$
4	Debris Site Security	PER	\$
5	Data Manager	PER	\$
6	Data Support Personnel	PER	\$
AERIAL PHOTOGRAPHS			COST
7	Aerial Photo Package (one flight and one photo)	HOURLY RATE	1 UNIT \$
8	Photographer Copies (per duplication of original photo)	HOURLY RATE	1 UNIT \$
9	Additional Photographs (per photo, same flight, same location, different view)	HOURLY RATE	1 UNIT \$
10	Additional location (one photo, same flight different location)	HOURLY RATE	1 UNIT \$

Signature of Official: _____ Name (typed): _____

Title: _____ Date: _____

Company: _____

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUBCONTRACTOR LIST

The Proposer shall list all proposed Subcontractors to be used on this Project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

TECHNICAL EXPERTISE AND SPECIALIZED EQUIPMENT: As a part of the evaluation of this proposal, the effectiveness of the equipment or techniques being proposed to do this service shall be evaluated by the Village's Representative. (Please utilize additional sheet if required)

VEHICLE LIST

The Proposer shall list all proposed vehicles to be used for this Project if they are awarded the Contract.

Vehicle Type	MDC ID#	Gross Weight	Cubic Yard Size

Please provide the information requested below from a minimum of five (5) to which your Company has provided similar services for the past ten (10) years. Municipal or government clients are preferred.

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Emergency Debris Removal and Disposal
Request for Proposal No. 2024-11-008



Name of Company: _____

To Whom it May Concern,

The above reference Vendor is submitting a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the Company provide written references with their proposal submission and by providing you with this document the Vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

Initial Value of Contract: _____ Final Value of Contract: _____

Length of Contract: _____

Was the work performed timely: ___ Yes ___ No

Would you enter into a contract with the Company in the future? ___ Yes ___ No

Were the services provided acceptable and of quality standards: ___ Yes ___ No

Was the Company responsive to your requests and resourceful with the task? ___ Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ___ Yes ___ No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFP's submitted by the Vendor: _____

If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this Contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this Contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the Contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the Contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:
 }

_____being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____the Company that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or a sham proposal;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

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

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

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By _____

For _____

Whose business address is: _____

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

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any proposal or Contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a

prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding Contract and which proposals or applies to proposals on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by:

(print individual's name and title)

for:

(print name of entity submitting sworn statement)

whose _____ business _____ address
is: _____

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

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

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

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

The Rehabilitation Act of 1973, 29 USC Section 794;

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

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

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _____ being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

- 1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

- 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2024-11-008, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
 - a. YES _____
 - b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This _____ day of _____, 20____.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me,
this the ___ day of _____, 20__.

My Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

FOREIGN COUNTRY OF CONCERN ATTESTATION

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed one hundred thousand dollars and zero cents (\$100,000.00) and that all such sub-recipients shall certify and disclose accordingly.

Company Name:

Date: _____ Authorized Signature: _____

Title: _____

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Emergency Debris Removal and Disposal

RFP No. 2024-11-008 in accordance with Contract Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your proposal of: _____ Dollars (\$_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Emergency Debris Removal and Disposal**
RFP No. 2024-11-008 in accordance with Contract Documents
as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is _____, 20___. Completion date shall be _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this Project.

Sincerely yours,

By: _____

Alessia Bencomo, Procurement Specialist

PERFORMANCE BOND

PROJECT TITLE: Emergency Debris Removal and Disposal (the “Project”)
CONTRACTOR:
CONTRACT NO: 2024-11-008
CONTRACT DATED:

STATE OF § _____
 COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ of the City of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with _____ (Company), dated the _____ day of _____, 20____, for the construction of the **Emergency Debris Removal and Disposal** (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Oblige to Principal under the Contract and amendments thereto, less the amount paid by Oblige to Principal and less amounts withheld by Oblige pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, successors, executors or administrators of the Oblige.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Emergency Debris Removal and Disposal
CONTRACTOR:
CONTRACT NO: 2024-11-008
CONTRACT DATED:

STATE OF § _____
 § _____
COUNTY OF § _____

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the City of _____, County of _____, State of _____, as Principal, and _____, a Company, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of \$_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Emergency Debris Removal and Disposal** the Contract being made a part of this Bond by reference; and
2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Witness: _____

Witness: _____

Principal

Surety

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

The name and address of the Resident Agent for service of process Surety is:

Name: _____

Address: _____

Phone: _____

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Emergency Debris Removal and Disposal**

Request for Proposal#: 2024-11-008

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the Village of Palmetto Bay, hereafter called Contractor.
2. The Contractor for and in consideration of payment to the Contractor in the amount of \$_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.
4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.
5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.
6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work

performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Emergency Debris Removal and Disposal**

Request for Proposal#: 2024-11-008

Date: _____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20____, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the Village of Palmetto Bay, hereafter called Contractor.
2. The Contractor for and in consideration of final payment to the Contractor in the amount of \$_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of _____ Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.
3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.
4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.
5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

Contractor (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: **Emergency Debris Removal and Disposal**

Request for Proposal#: 2024-11-008

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of \$ _____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney’s fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____ (Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Emergency Debris Removal and Disposal**

Request for Proposal#: 2024-11-008

Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of \$ _____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.
2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.
3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.
4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Company: _____ (Seal)

Print Name

By: _____

Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____. He/she took an oath, and is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Print Name of Notary Public

SECTION 10.0: Exhibits

Draft Contract for: Emergency Debris Removal and Disposal

Between the Village of Palmetto Bay, Florida and _____.

THIS Contract is made and entered into as of the _____ day of _____ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____, (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised a Request for Proposal ("RFP") on **March 5th, 2024** for the **Emergency Debris Removal and Disposal**; and

WHEREAS, the Company submitted a proposal dated **April 5th, 2024**, in response to **RFP# 2024-11-008**; and

WHEREAS, the Village Council, at a meeting held on _____, awarded proposal to the Company to provide Emergency Debris Removal and Disposal on behalf of the Village and approved the Proposal Form submitted by the Company in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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1. Exhibits
2. Scope of Work
3. Qualifications
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5. Contract Price
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7. Notices
8. Termination
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10. Insurance/Bonds
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21. Preservation of Village Property
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24. Company Non-Discrimination
25. Federal and State Tax
26. Public Records
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29. Warranty

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. RFP# 2024-11-008 issued by the Village.
- C. Proposal Form submitted by the Company showing breakdown of costs.

Article 2. Scope of Work

1. The Company agrees to provide the Services (hereinafter inclusively referred to as the "Services") as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

During the performance of this Contract, the Company agrees as follows:

1. The Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Company shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Company shall, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The contactor shall send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Company shall comply with all provisions of Executive Order 11246 of September 24, 1965, the Davis-Bacon Act, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Company shall furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Company's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Company shall include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Company shall take such action with respect to any direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Company becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency the Company may request the United States to enter into such litigation to protect the interests of the United States.
8. The Company shall provide a list of the vehicles that will be used for the Work and include the MDC ID#, gross weight, and cubic yard size.

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **RFP# 2024-11-008** and plans furnished. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

3. The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guarantee the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all Subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Project Manager for the Company is_____.

Article 4. Term/Construction Schedule

The term of this Contract shall commence upon the date of execution for three (3) years with an option to renew for an additional year thereafter not to exceed five (5) consecutive years at the sole discretion of the Village.

Article 5. Contract Price

The Company shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village's authorized representative on a biweekly basis unless otherwise directed by the Village. All invoices must be submitted in the

form of a hard copy. The invoice detail must consist of a tabular report listing all ticket information required by the Village. Invoice detail submittals will be checked against Village records. Village records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Village authorized representative to the Village for payment.

A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Company must successfully complete, and receive a letter of completion from the Village, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Village to repair damages caused by the Company's to public or private property.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the Village of Palmetto Bay, Public Service Department, 9495 S. W. 180th Street, Palmetto Bay, FL 33157. The Village has up to thirty (30) days to review, approve and pay all invoices after receipt.

Article 6. Construction Supervision/Reports

- (A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dionisio Torres, the Director of Public Service. The Villages' assigned Project Manager is Dionisio Torres, Director of Public Service.
- (B) The Project Manager shall supervise and direct the Work using his best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7. Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village: Nick Marano Village Manager Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay, FL 33157	Company: Owner/Principal Title Company Name Address1 Address2
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Article 8. Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

C. Liquidated Damages

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for

payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.

Article 9. Indemnification

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village in all, and shall pay all costs, judgments, and attorney's fees at trial and appellate levels which may issue as a result of the Company's negligence. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 10. Insurance/Bonds

- (A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.
- (B)
- Comprehensive General Liability - \$2,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.

- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions of liability--\$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village. The Village shall be named as an additional insured.

(C) Performance and Payment Bonds – must be received before Notice to Proceed is issued. Each One Hundred Percent (100%), and subject to Village approval.

Article 11. Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this

Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 12. Governing Law

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13. Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16. Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 17. Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18. Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 19. Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20. Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 21. Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22. Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 23. Immigration Act of 1986

The Company warrants on behalf of itself, and all subcontractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24. Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25. Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 26. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

Article 27. Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 28. E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, Company, or Subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Article 29. Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Contract. The Company specifically agrees that the warranties of MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

DRAFT

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

Nick Marano, Village Manager

Owner/Principal, Title

Attest:

Village Clerk
Missy Arocha

APPROVED AS TO FORM

Village Attorney
John C. Dellagloria

Exhibits to this Solicitation

Exhibit "A": Village of Palmetto Bay

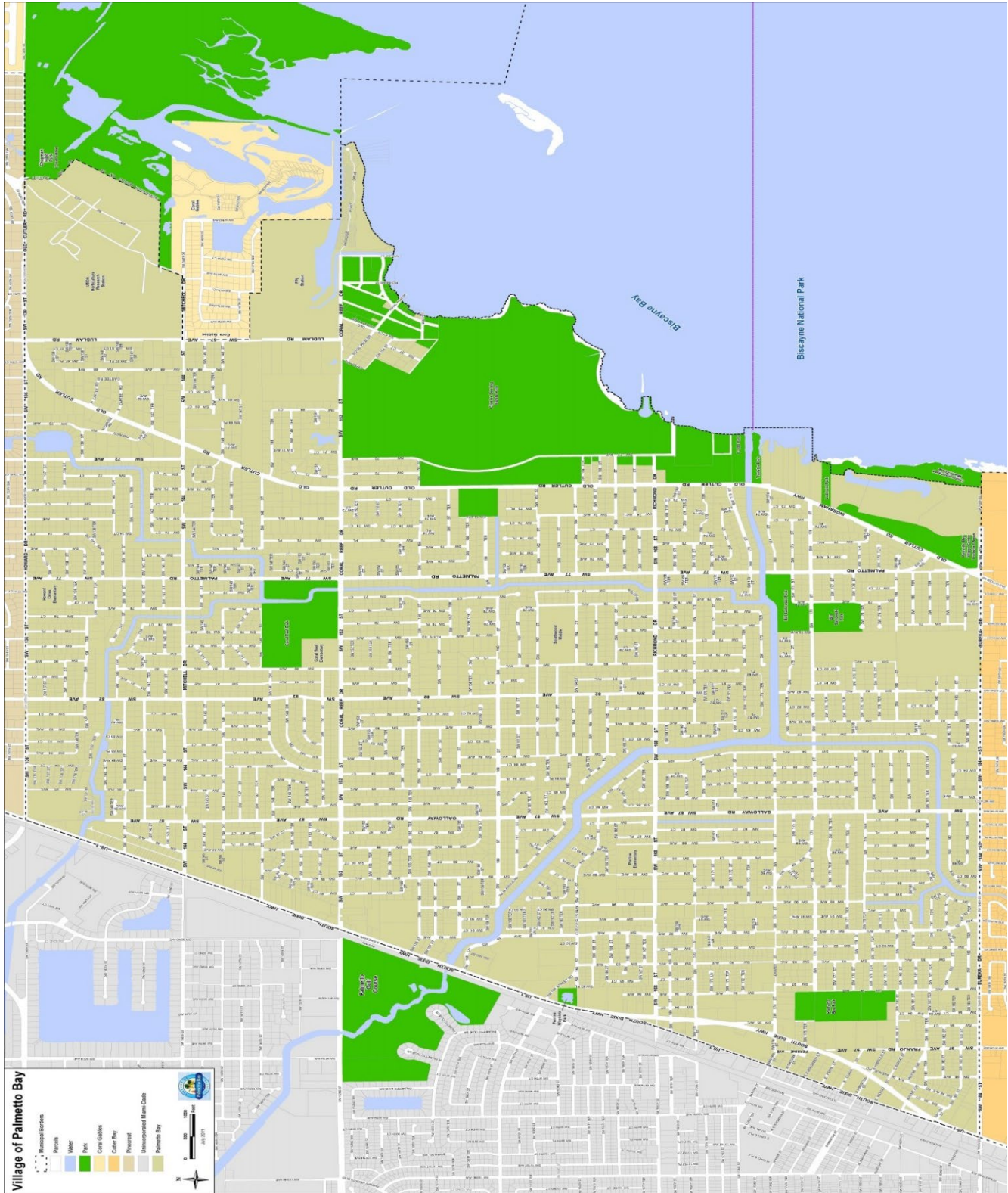
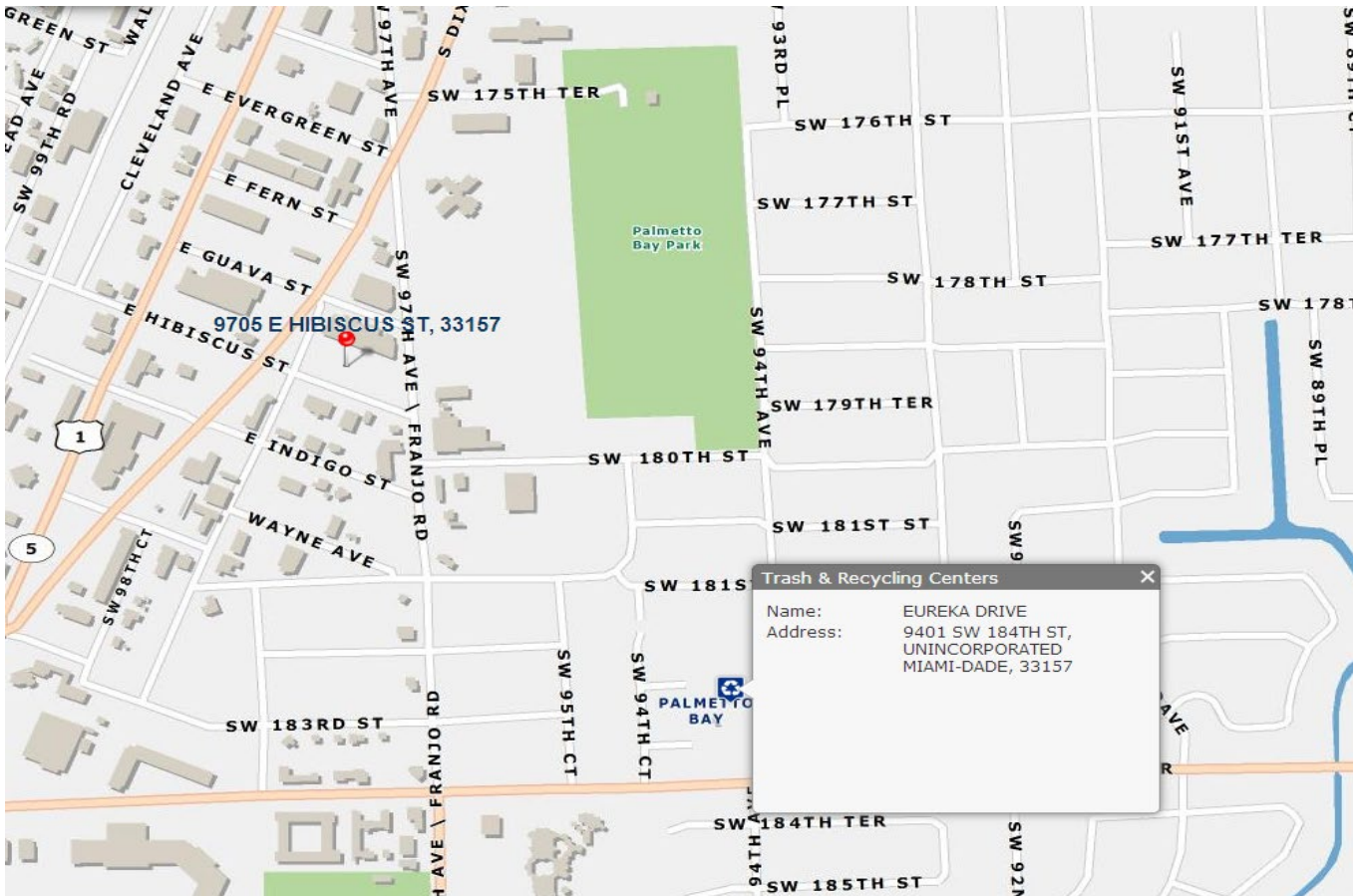


Exhibit “B”: Local Trash and Recycling Centers



Attachment to this Solicitation

Exhibit “C”: FEMA DEBRIS AND DISPOSAL LITERATURE (ATTACHED AS A SEPARATE .PDF FILE)

(Total of 1 .pdf to download with solicitation)