

CITY OF PARKLAND
REQUEST FOR PROPOSAL # 2019-05

**DISASTER DEBRIS MANAGEMENT AND
REMOVAL SERVICES**



RESPONSES ARE DUE BY APRIL 11, 2019, 2:00 PM (EST)

CONTACT: ANTHONY CARIVEAU, MPA, CPPO, FCCN
PURCHASING DIRECTOR
CITY OF PARKLAND, CITY HALL
6600 UNIVERSITY DRIVE
PARKLAND, FLORIDA 33067
TELEPHONE: (954)757-4177
EMAIL: acariveau@cityofparkland.org

The City of Parkland, Florida is seeking to obtain Proposals from qualified firms, hereinafter referred to as the Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services, in full accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until April 11, 2019, 2:00PM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: Anthony Cariveau, Purchasing Director, 6600 University Drive, Parkland, Florida 33067** and shall be labeled "DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES RFP 2019-05".

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will not be considered. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy (either CD/DVD or flash drive), three (3) copies of the proposal including any attachments and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

PRE-PROPOSAL CONFERENCE – Not applicable

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to the bid shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of RFP	03/15/2019
Pre-proposal Meeting:	N/A
Last day for questions/clarification	03/29/2019
Last day for addendum to be posted	04/05/2019
Proposal Submission deadline	04/11/2019 @ 2:00 P.M. (E.S.T.)
Evaluation Committee Meeting	Within 1-2 weeks (publicly noticed)
Top-ranked firm recommended to City Commission	First available meeting (publicly noticed)

Note: All times are subject to change at the City's discretion.

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 BACKGROUND:

The City of Parkland ("City") was incorporated in 1963 and is located in the northwest corner of Broward County. The City has a park-like setting and is a predominantly single-family residential community. Some original areas of the community include large estate lots with one dwelling unit per 2.5 acres and estate lots with one dwelling unit per acre. Newer portions of the community are generally gated single family home developments. Commercial development in the City is limited to a handful of shopping plazas which are for the most part concentrated on the SR7 corridor. The current population is estimated at 31,507 people and the median income of residents is estimate at \$128,292¹. Parkland has earned a reputation for safety, excellent public schools, parks and open spaces, and its "home City" feel.

In 2009, the City annexed approximately 2,000 acres commonly referred to as "the Wedge". This annexation increased the size of the City from approximately 11 square miles to nearly 13 square miles. Development of the Wedge is still ongoing but at build-out (approximately 2025), is projected to increase the City's population by roughly 14,000² to approximately 45,000 people. As with the rest of the City, development of the Wedge to date and going forward will be residential in nature.

1.2 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Anthony Cariveau (Purchasing Director), (954) 757-4177. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.2.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received prior to the last day for questions/clarification will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established Proposal Submission deadline. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer

¹ United States Census Bureau.

² 2000 Census.

fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.

- 1.3 QUESTIONS: Questions should be sent to Anthony Cariveau, Purchasing Director by email at acariveau@cityofparkland.org.
- 1.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL: The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY.
- 1.5 ELIGIBILITY: To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services. The proposing firm shall also demonstrate the following:
 - The Consultant has no conflict of interest with regard to any other work performed by the firm for the City of Parkland.
- 1.6 PROPOSAL SECURITY: Not Applicable
- 1.7 INSURANCE AND PERFORMANCE AND PAYMENT BONDS: Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverage's (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.
- 1.8 INSURANCE: The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 **SUBMISSION AND RECEIPT OF PROPOSALS:** To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.

2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.

2.1.3 **SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE CITY OF PARKLAND**

The City of Parkland has an exclusive solid waste franchise agreement with Waste Management, Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the City of Parkland shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract with Waste Management for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Management dumpsters, roll-off containers, and other related solid waste service equipment needs,

please contact Barbara Herrera, Waste Management Government Affairs Manager at (954) 984-2000 or bherrera@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please use the following link to access the agreement. ([Waste Management Franchise Agreement](#)).

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE CITY OF PARKLAND, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE CITY OF PARKLAND'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THEM. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

- 2.2 QUALIFICATIONS STATEMENT (Applicable if box checked): Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [X]

The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

- 2.3 PROPOSERS' COSTS: The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.4 PROPOSAL ACCEPTANCE: Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.
- 2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.
- 2.6 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

- 2.7 REJECTION OF PROPOSALS: The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS: All bid protests shall be filed and processed as set forth in Section 2-145 of the City Procurement Code.
- 2.9 LEGAL REQUIREMENTS:
- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.
- 2.9.3 Pursuant to Section 838.32(1) Florida Statutes, it is unlawful for a bidder or proposer to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Parkland.
- 2.10 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

The following criteria will be applied to determine if the personnel are qualified pursuant to said background checks (if left blank, no background checks will be required): **The specification (see Section 5) contains specific background check standards and requirements.**

- 2.11 SPECIAL CONDITIONS: Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.11.1 CONTRACTOR'S EQUIPMENT

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of

the City of Parkland. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

2.11.2 EMPLOYEES

- a. All work must be performed following the United States Environmental Protection Agency (US EPA) requirements and the Occupational Safety and Health Administration (OSHA) safety standards and regulations.
- b. Contractor shall assign an "On Duty" supervisor who speaks and reads English.
- c. Contractor shall have its employees refrain from smoking on City property unless in those areas designated for smoking.
- d. Contractor shall provide the City with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

2.11.3 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

- a. Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.
- b. If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of Parkland prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.
- c. Contractor must provide protection necessary to prevent damage to property being repaired or replaced.
- d. If the work site has any pre-existing damage, the Contractor shall notify the Public Works/Capital Projects Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

2.11.4 INVOICING

- a. The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

- b. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.
- c. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

2.11.5 SAFETY

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

2.12 PROHIBITION OF INTEREST:

No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.

2.13 CONFLICT OF INTEREST:

The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.14 NO CONTINGENT FEE:

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.

2.15 PUBLIC RECORDS / CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
6600 University Drive
Parkland, FL 33067
(954) 757-4132
cityclerk@cityofparkland.org**

SPECIFICALLY, THE CONTRACTOR SHALL:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfers all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
5. REQUEST FOR RECORDS; NONCOMPLIANCE.—
 - (a) A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONSULTANT of the request, and the CONSULTANT must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - (b) If a CONSULTANT does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
 - (c) A CONSULTANT who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.16 RESERVED:

2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.18 NON-COLLUSIVE AFFIDAVIT:

Each Proposer shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.19 SUB-CONTRACTORS:

If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.20 CONE OF SILENCE: A Cone of Silence shall apply as follows:

2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:

The Contractor will execute and deliver to the City, concurrent with the execution of the contract by the Proposer, a Performance Bond or Unconditional Irrevocable Letter of Credit payable to the City, in the face amount of one million dollars (\$1,000,000) as surety for faithful performance under the terms and conditions of the contract. The Bond should be for the full term of the contract agreement. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the City thirty days prior to the terminations date of the existing bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. In the event the contractor has multiple contracts with other jurisdictions, this Performance Bond will ensure the City of Parkland dedicated resources for assistance in the event of a disaster.

Any surety or letter of credit shall state that it cannot be canceled or terminated without having first provided the City of Parkland with thirty (30) days' notice.

2.22 MINORITY PARTICIPATION:

Disadvantaged Business Enterprises (DBE) participation. Proposers are advised that the city promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises (SBE) in all aspects of contracting. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent DBE participation for contracts over one hundred thousand dollars (\$100,000.00). The City will accept certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

2.23 LOCAL PREFERENCE:

For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) the business has held a valid City business license for at least one (1) year prior to the date of application; and
- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 CONTRACT:

A draft copy of the Contract is made a part of this RFP. The Contract is only a draft copy. The final Contract shall include any additional terms and conditions as approved by the City Manager.

2.25 DRUG FREE WORKPLACE:

Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received

from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 COMPLIANCE WITH LAWS:

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 PROPOSER'S REPRESENTATION:

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

- (a) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.
- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.28.2 Cancellation of bids.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

2.28.3 Withdrawal of bids.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the Purchasing Director, sealed and identified.

- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.29 CANCELLATION FOR UNAPPROPRIATED FUNDS:

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

SECTION 3 – CRITERIA FOR AWARD

3.1 CRITERIA FOR AWARD:

The following criteria shall be used to evaluate the proposals. With the weight of each criterion to be determined by the City:

The proposed evaluation is an initial process designed to elicit a short list of Proposers; with the contract awarded not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP. The establishment, application and interpretation of the above evaluation criteria shall be solely within the discretion of the City.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

The following factors will be utilized by the City to evaluate each submission received. Award of points will be based on the documentation that the proposer submits within the submission. The selection of a respondent with who to contract shall be based on the proposal most advantageous to the City using the following criteria:

- Disaster Experience and Ability of the Firm
- Operational Plan for the City
- Previous Experience of the Proposed Key Personnel
- Financial Capability
- Client References and Past Performances
- Price Proposal

Each Evaluation Factor will be rated and assigned points using the scoring guide below.

Scoring Guide:

0% - No Response

50% - Marginal

70% - Acceptable

85% - Exceeds Acceptable

100% - Outstanding in all Respects

Evaluation Criteria	Maximum Points
A) Technical Proposal	
1. Qualifications	
a) Firm Qualifications. See section 5.14.3 (b)	25
b) Management, Supervisory and Staff Experience. See section 5.14.3.(c)	25
2. Methodology including Technical Approach and Understanding of the Scope of Services. See section 5.14.3(d)	25
B) Pricing (To submit in a separate sealed envelope)	
1. Rates and Expenses. See section 5.14.4	25
Total Maximum Points	100

3.2 CONSIDERATION FOR AWARD/AWARD PROCEDURES:

Evaluation of the Proposals will be conducted by an Evaluation Committee “(Committee)” of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The Committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.0 above.

3.2.1 The Committee may conduct interviews with the shortlisted Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained below.

3.2.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.

3.2.3 The Evaluation Committee’s findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The City Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the City Manager depending upon which option is checked below.

The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

[X] Contract negotiations may be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and begun with the next highest ranked firm. The final Contract must be approved by the City Commission.

3.2.4 The Purchasing Director may adopt the ranking of the Committee and authorize a contract to the firm it ranks number one if the proposal received is under twenty-five thousand Dollars (\$25,000.00). In such case the adopted ranking shall be final and the process for a final contract shall be undertaken and completed by the City.

3.2.5 After award of the contract, the Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Purchasing Division and a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

SECTION 4 - SPECIAL CONDITIONS

4.1 **[X] TIME FOR COMPLETION/ LIQUIDATED DAMAGES:**

Because damages will be difficult to ascertain, liquidated damages of \$500.00 per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time and Performance.

[X] COUNTY/STATE LICENSE REQUIREMENTS:

Proposer shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

4.2 **INDEMNIFICATION:**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the Contract Administrator and he City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

4.3 INSURANCE (Applicable if box checked):

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies of process may be made in Broward County, Florida.

[X] CONTRACTOR shall pay all deductible amounts, if any.

[X] CONTRACTOR shall specifically protect CITY by naming the City of Parkland and its Officers, Agents, Employees and Commission Members as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.

- Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (s) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. Insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102, and 0106.

[] Errors and Omissions Liability/ Professional Liability. Errors and Omissions Liability insurance Policy shall be provided which contains minimum coverage limits of five hundred thousand (\$ 500,000.00) each occurrence

[X] CONTRACTOR shall furnish to CITY's PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within thirty (30) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

[X] The certificate provided for the City of Parkland must cite the City of Parkland as an additional insured. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation. The City shall receive current copies of the certificate of insurance.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

4.4 SCRUTINIZED COMPANIES:

- a) Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b) If this agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS

5.1 PURPOSE:

The City of Parkland, Florida, is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City. DMC may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. The City retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

The City's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the City in a disaster event, the City is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the City on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the City to ensure maximum financial recovery.

DMC will work under the direction of the City's Contract Manager. The City's Contract Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly

and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

The City shall issue a separate Request for Proposals for “Disaster/Debris Monitoring Services and Financial Recovery Assistance.” The proposer (Consultant/Debris Monitor Consultant) for said “Disaster/Debris Monitoring Services and Financial Recovery Assistance” shall not be employed or affiliated with the proposer (Contractor/Debris Management Contractor) for the services detailed within this document. Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFP’s.

5.2 DEFINITIONS:

5.2.1 **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

5.2.2 **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

5.2.3 **Contract Manager** means the City’s representative duly authorized by the City Contract Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

5.2.4 **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

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

5.2.6 **Debris Monitor** means the firm retained by the City to monitor the DMC's activities pursuant to its contract with the City and to ensure compliance with FEMA requirements.

5.2.7 **Drop-Off Site** means a site established for residents of the City of Parkland to drop off debris.

5.2.8 **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

5.2.9 **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Contract Manager or his designee, 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.

5.2.10 **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.

5.2.11 **FDEP** means the Florida Department of Environmental Protection.

5.2.12 **FDOT** means the Florida Department of Transportation.

5.2.13 **FEMA** means the Federal Emergency Management Administration.

5.2.14 **FFWC** means the Florida Fish and Wildlife Conservation Commission.

5.2.15 **FHWA** means the Federal Highway Administration.

5.2.16 **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

5.2.17 **Hazardous Stump** means an uprooted tree or stump (i.e., 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.

5.2.18 **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with

Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

5.2.19 **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

5.2.20 **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

5.2.21 **Notice to Proceed** means the written notice given by the City Contract Manager (or designee) to the DMC of the date and time for work to start.

5.2.22 **NRCS** means Natural Resources Conservation Service.

5.2.23 **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

5.2.24 **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

5.2.25 **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

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

5.2.27 **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

5.3 GENERAL REQUIREMENTS

5.3.1 DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.

5.3.2 DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.

5.3.3 DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to the City. The expectation is that in the event of a disaster, DMC shall service the City of Parkland first.

5.3.4 DMC shall provide a one-day annual training session for key City personnel at no additional cost. Scheduling of said session shall be coordinated with the City Contract Manager or designee.

5.3.5 DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the City's Emergency Operations Center within twenty-four hours after the thirty-six hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four hours.

5.3.6 Mobilization: When the written Notice to Proceed has been received by the DMC, the DMC will make all necessary arrangements to mobilize a minimum of 50% of the required resources, as mutually agreed upon by the Contractor and the City, within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may issue Notice to Proceed twenty-four to forty-eight hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.

5.3.7 DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.

5.3.8 DMC shall provide the following annual services at the DMC's expense:

5.3.8.1 DMC shall attend and participate in an annual meeting with the City, usually held in May.

5.3.8.2 DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of sub-contractors, at an annual meeting with the City.

5.3.8.3 Upon request, DMC shall annually review and visit, with City staff, the TDMS(s) to be used during the coming year.

5.3.8.4 DMC shall provide phone consultations and reference information to City staff upon request.

5.3.9 DMC shall notify the City within twenty-four hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

5.3.10 DMC shall be paid for any special tasks requested by the City and as agreed to by DMC and the City based on the hourly rate schedule contained herein.

5.3.11 To the extent required by applicable federal and state regulations, the City must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the City reasonably objects. DMC shall supply the City, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the City. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.

5.3.12 DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the City and/or Broward County the first opportunity when awarding subcontracted work.

5.3.13 Contractor's Disposal of Debris: Unless otherwise directed by the City, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal sites shall be determined by City in consultation with Contractor. Other sites may be utilized as directed and/or approved by the City.

5.3.14 Debris Management Site: Restoration of debris management site(s) shall be returned to equal or better than original condition and to the satisfaction of the City.

5.4 DEBRIS REMOVAL:

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

5.4.1 **FEMA Compliance** – DMC shall work closely with the City's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved

documentation while performing work may result in nonpayment of services to the DMC by the City.

5.4.2 Emergency Road Clearance – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the City. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Section B and C on the Proposal Form. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.

5.4.3 Debris Removal from Public Rights-of-Way – As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City rights-of-way and public property. DMC shall provide debris collection in a systematic manner according to Work Zones in accordance with advanced written authorization from the Contract Manager. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.

5.4.4 Demolition of Structures, Debris Removal from Private and Publicly Owned Property – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the City, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the City. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the City's Contract Manager.

5.4.5 Stump Removal, Backfill and Haul – The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items; to collect and re-move eligible hazardous stumps from the City's authorized ROW.

- A. The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:
1. The stump root ball is exposed by fifty percent or more;
 2. The stump shall be larger than twenty-four inches in diameter, measured twenty- four inches above the ground; and extraction is required as part of the removal.
 3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.

- B. The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.
- C. Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.
- D. Costs for the removal of hazardous stumps shall be invoiced separately.
- E. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized representative.
- F. The eligible hazardous stump shall be transported to the City's DMS or to the City's designated final disposal site.
- G. Stumps measuring less than twenty-four (24) inches in diameter, measured twenty-four (24) inches above ground, which require extraction shall be converted to a cubic yard measurement by the conversion table included in the FEMA FP 104-009-2, Appendix E, Stump Conversion Table.
- H. Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.

5.4.6 Leaning Trees and Hanging Limbs – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

5.4.7. Multiple Schedule Pass – DMC shall make as many passes as necessary, unless other-wise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.

5.4.8 Removal from Waterways and Drainage Systems – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals,

retention areas, creeks and ditches only upon prior written consent of the Contract Manager.

5.4.9 Security of Debris during Hauling – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.

5.4.10 Damage by DMC – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four hours and repair any damage within the timeframe established by the City. In the event DMC fails to respond in a timely manner, the City may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.

5.4.11 Eligibility of Debris – The Contract Manager or Debris Monitor will monitor each load site for eligibility. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the City by that truck during that day.

5.4.12 Onsite Chipping – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

5.4.13 Interference with Disaster Recovery Efforts – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.

5.4.14 Accumulation and/or Temporary Disposal of Debris – No debris shall be allowed to be temporarily disposed, accumulated, or stored on public property or private property at any time without proper authorization from the Contract Manager.

5.4.15 Monitoring of DMC Removal Activities – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the City or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

5.5. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

5.5.1 The TDMS location(s) will be identified by the City on an annual basis. DMC and the City will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the City.

5.5.2 DMC shall be prepared to establish additional TDMSs as deemed necessary by the City to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.

5.5.3 DMC shall have TDMSs ready to open and receive debris within twenty-four to thirty-six hours of notification by the Contract Manager. TDMSs will be activated on an “as needed” basis. In the event that no City TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the City.

5.5.4 DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.

5.5.5 DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.

5.5.6 DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:

5.5.6.1 Access to the site.

5.5.6.2 Site management, to include point of contact, organizational chart, etc.

5.5.6.3 Traffic control procedures.

5.5.6.4 Site security.

5.5.6.5 Site safety.

5.5.6.6 Site layout/segregation plan.

5.5.6.7 Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.

5.5.7 DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.

5.5.8 DMC shall be responsible for installing site security measures and maintaining security for operations at the site.

5.5.9 DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with City approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four hours per day. However, incineration is not a preferred method of debris reduction for the City.

5.5.10 DMC shall chip/grind Vegetative Debris within forty-eight hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.

5.5.11 DMC shall ensure that every load entering or leaving the TDMSs is inspected by the City's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.

5.5.12 DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

5.5.13 DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the City and present such sites to the City for review. DMC shall obtain, on behalf of the City, and shall provide the City with a written contract for each disposal site. The City shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included in the prices listed on the "Proposal Form". The City shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).

5.5.14 DMC shall reclaim each TDMS to its pre-use condition within thirty calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

5.6. RESIDENTIAL DROP-OFF SITES:

The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

5.7. ADDITIONAL SERVICES:

DMC may be requested to perform the services detailed below:

5.7.1 Marine Debris Removal – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.

5.7.2 Removal of Vehicles and Vessels – DMC, as directed by the City, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the City's Contract Manager.

5.7.3 Dead Animal Carcasses – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.

5.7.4 **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.

5.7.5 **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.

5.7.6 **Emergency Potable Water** – DMC shall provide the City with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, or in increments as otherwise as available at the time, on pallets in trailer truck load quantities. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.

5.7.7 **Emergency Ice** – DMC shall provide the City with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The City will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.

5.7.8 **Other Services as Requested** – DMC shall also provide other related services as requested by the City.

5.8. DOCUMENTATION MANAGEMENT AND SUPPORT:

DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following:

5.8.1 DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.

5.8.2 Each load ticket shall contain the following information:

- 5.8.2.1 Prime Contractor name.
- 5.8.2.2 City contract/Disaster number.
- 5.8.2.3 Load ticket number.
- 5.8.2.4 Sub-Contractor name.
- 5.8.2.5 Truck Driver name.
- 5.8.2.6 Date and time of pick up.

- 5.8.2.7 Date and time of delivery.
- 5.8.2.8 Pick up location (street address or primary street between specific area).
- 5.8.2.9 Loading Zone Number
- 5.8.2.10 Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- 5.8.2.11 Truck ID number and capacity.
- 5.8.2.12 Total cubic yards picked up.
- 5.8.2.13 Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- 5.8.2.14 Delivery site.
- 5.8.2.15 Load Monitor Printed Name and Signature.
- 5.8.2.16 Dump Monitor Printed Name and Signature.
- 5.8.2.17 GPS.

5.8.3 Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager. Scanned load tickets shall be organized by activity date.

5.8.4 DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the wording "City of Parkland Emergency Debris Contractor" and the DMC's name.

5.8.5 DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.

5.8.6 DMC will work closely with the City, City's contracted Monitor and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the City in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the City, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.

5.8.7 DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.

5.8.8 DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

5.9 STAFF AND EQUIPMENT REQUIREMENTS

5.9.1 DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.

5.9.2 DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.

5.9.3 DMC shall employ an Operations Manager, fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Operations Manager in writing by the City Contract Manager shall be as binding as if given to DMC. The City expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.

5.9.4 The Operations Manager shall be on call twenty-four hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Operations Manager with a reliable means of communication (satellite radio, satellite tele-phone, etc.) with the City.

5.9.5 DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.

5.9.6 DMC must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.

5.9.7 All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.

5.9.8 Prior to start of work, the Monitoring Contractor and the City will perform the certification of each vehicle engaging in the services specified within this bid. Certification forms will indicate the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the Monitoring Contractor and the City. The reported volume shall be the same as shown on the signs affixed to each piece of equipment.

5.9.9 Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.

5.9.10 All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the City, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

5.9.11 Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.

5.9.12 All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.

5.9.13 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.

5.9.14 DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

5.10 REPORTING:

DMC shall submit periodic, written reports, in a format required by the City, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

5.10.1 Daily Reports – DMC shall make daily reports to the City to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the City.

The format of the reports shall be developed during the pre-event planning and coordination phase.

5.10.2 Weekly Summaries – DMC shall submit, within two (2) days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or other format as approved in advance by the City. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

5.10.3 Damage Reports - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

5.10.4 Data Reconciliation – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.

5.10.5 Final Project Closeout – Within thirty days of final inspection and/or closeout of the project by the City, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the City. DMC shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to

adequately document the conduct of the debris management operations for the City. Final project reconciliation must be approved by the City.

5.10.6 Report Maintenance – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten years.

5.11 OTHER OPERATIONAL CONSIDERATIONS:

5.11.1. Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites, TDMSs and disposal areas.

5.11.2. Working Hours – Unless otherwise approved by the City, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With City approval, debris reduction activities at the TDMSs may take place twenty-four hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.

5.11.3. Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

5.12 TECHNICAL ASSISTANCE:

DMC will be expected to provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, the following:

5.12.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.

5.12.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.

5.12.3. Assisting with developing, producing or distributing public information.

5.13 PRICING:

Bidder shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be pass-through costs to the City without markup by the Contractor. Prices must be provided for bid items or Bidder may be deemed non-responsive.

5.13.1. Bid prices assume the distance between the pickup location and TDMS Site. Invoices to be paid based on incoming load tickets.

5.13.2. Bid prices assume the distance between the TDMS Site or other designated location and final disposal site. Invoices to be paid based on outgoing load tickets.

5.13.3. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the City at cost. Contractor will likewise reimburse City for any revenue received for salvaged or recycled materials.

5.13.4. Only for stumps requiring extraction from rights-of-way, including backfill, etc. to be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11 dated May 15, 2007, or any subsequent edition.

5.13.5. In addition, the Bidder shall provide hourly labor and equipment rates for the items listed in the "Proposal Form".

5.14 PROPOSAL REQUIREMENTS:

5.14.1 **Proposal Format**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal. In preparing proposals, Proposers should assume that the City has had no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straight forward, economical manner.

Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

5.14.2 **Submission of Proposals:** The following material is required to be submitted with your Proposal Package:

- a) Title Page

Title Page showing the Request for Proposals' subject, the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

- b) Table of Contents
- c) Transmittal Letter
A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.
- d) Detailed Proposal
The detailed proposal should address all the points outlined in the Request for Proposal as outlined in Section 5-Specifications and Proposal Requirements.
- e) Executed copies of the Proposal Package—ALL QUESTIONS IN THE RFP TO BE ANSWERED. ALL FORMS TO BE COMPLETED.

5.14.3 Technical Proposal

a) General Requirements

The proposed evaluation is an initial process to elicit a short list of vendors; with the contract awarded not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes (i.e., qualifications and experience, technical approach, and cost), based upon the evaluation factors specifically established for this RFP.

Proposers should provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the Proposer's information to the Evaluation Factors which will demonstrate the Proposer's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Proposals. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

As such, the substance of proposals will be evaluated based on what is deemed to be in the best interests of the City, including such factors as bidder's experience and expertise in providing services for municipalities, the clear and creative approach of the proposal, recommendations of entities for which the proposer has previously provided services, the persons assigned to the project by the bidder, and total cost. Cost will not be the sole factor in evaluating bids.

b) **Firm Qualifications (25 points):**

This section of the proposal should establish the ability of Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Proposer should:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.
 - i. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
 - ii. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each subcontractor.
- (5) Provide as a minimum four (4) references for the projects cited as related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Proposer may also supply references from other work not cited in this section as related experience. Please do not include the City of Parkland or City of Parkland employees as references.

Details of References should include the following:

- a. Name and location of the project
- b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
- c. Nature of the firm's responsibility on the project

- d. Project owner's representative name, address, phone number, and e-mail address
- e. Project duration and the date the project was completed or is anticipated to be completed.
- f. Size of project including number of residents
- g. Cost of project
- h. Work for which staff was responsible
- i. Contract Type
- j. The results/deliverables of the project

- (6) Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least three (3) government entities with a population of at least 40,000 as the Primary Contractor. For each reference, include the full name, title, telephone number, fax number and valid email address of a representative for whom the engagement was taken who can verify satisfactory performance.
- Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last five (5) consecutive years. References should reflect this.

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

- (7) Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.
- (8) What disaster recovery monitoring services firm(s) have you worked with in the past five (5) years?
- (9) Please supply contact names, title, telephone number, fax number and email address from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.
- (10) Does your firm have other contracts for these services in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States? Proposer should note whether it was the primary or secondary Contractor.

(11)What contractual commitments do your key subcontractors have in the Broward, Miami-Dade and Palm Beach County area?

(12)Describe the firm’s experience in filing and receiving Federal and State reimbursements.

(13)List of current and future debris management contractual obligations with their current status and projected termination dates.

a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.

b. Plan for managing multiple Florida-based debris management contracts

c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which

(1) the Bidder is the primary contractor; and

(2) the contract is with a government entity with a population of at least 40,000 residents.

c) **Management, Supervisory and Staff Experience (25 points):**

This section of the proposal should establish the relative experience of each applicant’s proposed team, with respect to the project scope. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

Proposer should:

(1) Provide education, experience, and applicable professional credentials of project staff. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor’s Hurricane Conference training/instructor.

(2) Furnish brief resumes (not more than one (1) page each) for the proposed Project Manager and other key personnel.

(3) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

- (4) Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of City of Parkland.
- (6) Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
- (7) Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
- (8) If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.

d) **Methodology including Technical Approach and Understanding of the Scope of Services (25 points):**

Proposer shall provide a narrative which addresses the Scope of Work and shows Proposer's understanding of City of Parkland's needs and requirements. Demonstrate that the Proposer has experience performing work as a primary contractor on previous Disaster Debris Management projects.

Proposer should:

- (1) Describe the approach to completing the tasks specified in the Scope of Services. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.

- (2) Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
- (3) Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.
- (4) Define methods used to complete assigned tasks and clearly describe all aspects of the proposed plan of action for the City of Parkland.
- (5) Identify any issues or concerns of significance that may be appropriate.

5.14.4 Fee Proposal (To submit in a separate sealed envelope) (25 points):

a) Schedule of Compensation

The Proposer shall complete the “Fee Proposal” included as Attachment A with the RFP. Proposers shall list hourly labor rates to be used in pricing the work required by City of Parkland described in the Scope of Services. These labor rates are to be quoted on a fully-burdened basis, incorporating direct labor costs, indirect cost, and profit.

The proposals response with the lowest proposed grand total amount being offered will receive twenty-five (25) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by twenty-five (25) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is:
\$50,000, they will receive 25 points, if the second is:
\$60,000 the calculation is as follows:
 $\$50,000 / \$60,000 \times 25 = 20$ points)

SECTION 6 – COMPLIANCE WITH 2 C.F.R. PART 200, APPENDIX II

(SUPPLEMENTAL PROVISIONS APPLICABLE TO PROCUREMENTS
FUNDED IN WHOLE OR IN PART THROUGH ANY FEDERAL AWARD OR GRANT)

The Successful Contractor shall be required to adhere to the requirements set forth in this Exhibit, which may be incorporated into the Contract resulting from _____ (the "Bid"). References to "MUNICIPALITY" shall refer to the City of Parkland, Florida, and references to "CONTRACTOR" shall refer to the Contractor awarded the Bid.

CONTRACTOR AGREES TO ABIDE BY THE FOLLOWING REQUIREMENTS:

6.1 EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR must comply with Executive Order 11246 (3 CFR, 1964-1965 Comp., p. 339), "Equal Employment Opportunity," as amended by Executive Order 11375 (3 CFR, 1966-1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In accordance with such requirements, during the performance of this Contract, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or

action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

- D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the provisions of subparagraphs (a) through (h) 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. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6.2 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CONTRACTS IN EXCESS OF \$100,000 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS)

- A. Overtime requirements. Neither CONTRACTOR or subcontractors 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 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 hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and such 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 (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. MUNICIPALITY 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 CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or such subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

6.3 COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACTS

- A. CONTRACTOR 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.
- B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR 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.
- B. CONTRACTOR agrees to report each violation to MUNICIPALITY and understands and agrees that MUNICIPALITY will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FEMA.

6.4 ENERGY EFFICIENCY

CONTRACTOR and each subcontractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6.5 SUSPENSION AND DEBARMENT

Federal regulations restrict MUNICIPALITY from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the System for Award Management (“SAM”) Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority.

(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 CONTRACTOR is required to verify that none of CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (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) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) CONTRACTOR must verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov and complete the Debarment Certification attached hereto. This certification is a material representation of fact relied upon by MUNICIPALITY. If it is later determined that CONTRACTOR failed to comply, in addition to remedies available to the Florida Division of Emergency Management and MUNICIPALITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.6 CERTIFICATION REGARDING LOBBYING (CONTRACTS EXCEEDING \$100,000.00)

Contractor must complete the required Lobbying Certification attached hereto. Each tier must also certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6.7 PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this Contract, CONTRACTOR 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/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

6.8 ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- A. CONTRACTOR agrees to provide MUNICIPALITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Contract.

6.9 RETENTION OF RECORDS

CONTRACTOR shall retain all required records for at least five years after MUNICIPALITY makes final payment and all other pending matters are closed.

6.10 DHS SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

6.11 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund some of all of the services required under this Contract. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

6.12 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 MUNICIPALITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Contract.

6.13 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

6.14 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(1) Affirmative steps for the prime contractor to take regarding subcontractors must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(2) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

6.15 REMEDIES

When CONTRACTOR's work does not conform to the requirements stated herein completely, a deficiency exists. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

A. Corrective Actions. If a deficiency[ies] is/are identified, CONTRACTOR must take action to correct those deficiencies using one, or in some cases a combination of, the following:

- (1) Stop Unsafe Work. MUNICIPALITY's authorized agent may immediately stop work on the portion of the job affected, until it is corrected.
- (2) Issue a Stop Work Order. If MUNICIPALITY's authorized agent determines the deficiency is serious, MUNICIPALITY can issue a stop work order.
- (3) Reduced Value Deduction. MUNICIPALITY may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by MUNICIPALITY or another contractor rather than CONTRACTOR. The amount of the deduction is equal to the value of the service(s) not performed. MUNICIPALITY may discuss corrective actions with CONTRACTOR to prevent future occurrences.

B. MUNICIPALITY's authorized agent will notify CONTRACTOR, in writing, of any observed noncompliance with Federal, State, or local laws or regulations. Such notice, when delivered to CONTRACTOR at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, CONTRACTOR must immediately inform MUNICIPALITY's authorized agent of proposed corrective action and take such action as may be approved. If CONTRACTOR fails or refuses to comply promptly, MUNICIPALITY's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by CONTRACTOR.

6.16 DISPUTE RESOLUTION

- A. Any controversy, claim or dispute between MUNICIPALITY and CONTRACTOR arising out of this Contract or any arrangements relating hereto, whether based on contract, tort or other legal theory, arising out of, in the breach hereof or related to this Contract shall be resolved in accordance with the procedures specified in this Section, which shall be the sole and exclusive procedures for the resolution of any such disputes, unless otherwise agreed upon by MUNICIPALITY and CONTRACTOR in writing pursuant to (C) below.
- B. Process of Dispute Resolution
 - (1) Negotiation. Representatives of MUNICIPALITY and CONTRACTOR shall attempt in good faith to resolve any and all disputes arising out of or relating to this Contract promptly by negotiation between representatives who have authority to settle the controversy. Either MUNICIPALITY or CONTRACTOR may request negotiation regarding any dispute by providing the other with a written request for negotiation. Within fifteen (15) days after delivery of the written request, the receiving party shall submit a written response. Within thirty (30) days after the delivery of the initial written request for negotiation, the representatives of MUNICIPALITY and CONTRACTOR shall meet at a mutually acceptable time and place, or by telephone if both parties agree, to attempt to resolve the dispute. All negotiations will be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
 - (2) Mediation. If the dispute has not been resolved by negotiation within forty-five (45) days after delivery of the initial written request for negotiation, or if the parties agree in writing to forego negotiation, the parties shall endeavor to settle the dispute by mediation. The parties shall in good faith agree on a mediator and each party shall bear its own costs and one-half the costs of the mediator. The format of the mediation, type

of decision and scope of discovery shall be established by the mediator and the parties. The mediation conference shall take place in Broward County, Florida. The mediation process and any materials exchanged therein are confidential.

- C. MUNICIPALITY and CONTRACTOR agree that by written mutual agreement, they may forego the dispute resolution provisions as set forth in this section and proceed with litigation or other court proceedings pursuant to their written mutual agreement. The parties expressly agree that this Section is not in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or MUNICIPALITY has by operation of law. Florida Law shall govern any dispute arising out of this Contract and exclusive venue shall lie in Broward County, Florida.

6.17 DAVIS-BACON ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000)

Contractor shall comply with the requirements of the Davis-Bacon Act as set forth in 29 C.F.R. §5.5. Contractor shall sign the Statement of Compliance (Davis-Bacon Act) form.

6.18 COPELAND ANTI-KICKBACK ACT (PRIME CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000)

(1) Contractor. The contractor 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 contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of 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 contractor and subcontractor as provided in 29 C.F.R. § 5.12."

STATEMENT OF COMPLIANCE (DAVIS BACON ACT)

The undersigned CONTRACTOR hereby swears under penalty of perjury that, during the period covered by the application for payment to which this statement is attached, all mechanics, laborers, and apprentices, employed or working on the site of the Project, have been paid at wage rates, and that the wage rates of payments, contributions, or costs for fringe benefits have not been less than those required by the Davis Bacon Act and the applicable conditions of the Contract.

Dated _____, 20____

Contractor

By_____

(Signature)

By_____

(Name and Title)

STATE OF ()

) SS.

COUNTY OF ()

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires: _____
(Serial number, if any)

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 an 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 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20__ _____
Contractor

By _____
(Signature)

By _____
(Name and Title)

STATE OF ()
) SS.
COUNTY OF ()

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Print Name of officer taking acknowledgment)

(Title or rank)

My commission expires:
(Serial number, if any)

ATTACHMENT "A"
FEE PROPOSAL

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. Quantities listed within quotation are not guarantee, but solely an estimate of anticipated annual usage.

DISASTER DEBRIS REMOVAL SERVICES FEE PROPOSAL				
	Est. Qty	UOM	Unit Price	Ext. Amount
50' Bucket Truck	40	HRS	\$	\$
Crash Truck w/Impact Attenuator	80	HRS	\$	\$
Dozer, Tracked, D3 or Equivalent	80	HRS	\$	\$
Dozer, Tracked, D4 or Equivalent	80	HRS	\$	\$
Dozer, Tracked, D5 or Equivalent	80	HRS	\$	\$
Dozer, Tracked, D8 or Equivalent	80	HRS	\$	\$
Dump Truck, 16 +/- CY	120	HRS	\$	\$
Dump Truck, 20 +/- CY	120	HRS	\$	\$
Dump Truck, 38 +/- CY	120	HRS	\$	\$
Generator, 5.5 kW, List kW Capacity	168	HRS	\$	\$
Generator, 10 kW, List kW Capacity	168	HRS	\$	\$
Generator, 25 kW, List kW Capacity	168	HRS	\$	\$
Generator, 100 kW, List kW Capacity	168	HRS	\$	\$
Light Plant with Fuel and Support	1,000	HRS	\$	\$
Grader w/12" Blade (Min. 30,000 LB)	40	HRS	\$	\$
Hydraulic Excavator, 1.5 CY	120	HRS	\$	\$
Hydraulic Excavator, 2.5 CY	120	HRS	\$	\$
Knuckle boom Loader	120	HRS	\$	\$
Lowboy Trailer w/ Tractor	60	HRS	\$	\$
Mobil Crane up to 15 Ton	120	HRS	\$	\$
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	168	HRS	\$	\$
Pickup Truck, 1 Ton	500	HRS	\$	\$
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	240	HRS	\$	\$
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	240	HRS	\$	\$
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ bucket)	240	HRS	\$	\$
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ bucket)	240	HRS	\$	\$
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	100	HRS	\$	\$
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	100	HRS	\$	\$

Disaster Debris Management and Removal Services- RFP 2019-05

Tub Grinder, 800 to 1,000 HP	500	HRS	\$	\$
Hydraulic Excavator, 1.5 cy (w/ thumb)	200	HRS	\$	\$
Hydraulic Excavator, 2.5 cy (w/ thumb)	200	HRS	\$	\$
Truck, Flatbed	40	HRS	\$	\$
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	500	HRS	\$	\$
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	40	HRS	\$	\$
Wheel Loader, 3 CY, 152 HP	150	HRS	\$	\$
Wheel Loader, 4.0 CY, 200 HP	150	HRS	\$	\$
Wheel Loader, 1.5 CY, 95 HP	150	HRS	\$	\$
JD 648E Log Skidder, or equivalent	40	HRS	\$	\$
300-400 HP Horizontal Grinder	500	HRS	\$	\$
800-1,000 HP Horizontal Grinder	500	HRS	\$	\$
Self-Loading Dump Truck with debris grapple	1,000	HRS	\$	\$
Single Axle Dump Truck, 5-12 cu. Yd.	1,000	HRS	\$	\$
Tandem Axle Dump Truck, 16-20 cu. Yd.	1,000	HRS	\$	\$
Tandem Axle Dump Truck, 21-30 cu. Yd.	1,000	HRS	\$	\$
Tandem Axle Dump Truck, 31-50 cu. Yd.	1,000	HRS	\$	\$
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			\$	\$
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)				
Administrative Staff	80	HRS	\$	\$
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	500	HRS	\$	\$
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc. supplies in support of crew	500	HRS	\$	\$
Tree Climber/ Chainsaw and Gear	120	HRS	\$	\$
Laborer w/ Chainsaw and Gear	120	HRS	\$	\$
Laborer w/ Small Tools, Traffic Control, or Flag Person	80	HRS	\$	\$
Bonded and Certified Security Personnel (Health and Safety Specialist)	80	HRS	\$	\$
Grand Total			\$	\$
CREW CATEGORY				
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle	500	HRS	\$	\$

and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.				
SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 1 to 9. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Items 10 - 19 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.			\$	\$
1. Vegetative Debris Removal				
Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate shall apply to Removal of Debris from City Parks & Facilities (Section 2.4.4). Removing debris from public property and ROW and hauling to DMS	200,000	CY	\$	\$
2. C&D Debris Removal				
Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. Removing C&D debris from ROW or public property and hauling to DMS	50,000	CY	\$	\$
3. Debris Removal from Canals / Waterways				
Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved final disposal site. Removing debris from city maintained canals/waterways and hauling to DMS	20,000	CY	\$	\$
4. DMS Operation and Debris Management and Reduction				
Work consists of managing and operating DMS for acceptance, management, and reduction of eligible C&D and vegetative disaster related debris. The costs associated with acquiring, preparing,	270,000	CY	\$	\$

Disaster Debris Management and Removal Services- RFP 2019-05

leasing, renting, operating, and remediating land used as DMS is reflected in this bid.				
5. Haul-out of Reduced Debris to a City Approved Final Disposal Site				
Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City approved final disposal site.			\$	\$
Haul-out of debris to City approved final disposal site (0-25 mile haul distance)	50,000	CY	\$	\$
Loading and hauling Debris Reduction By-Products to Final Disposal Site	50,000	CY	\$	\$
Restoration of canal banks and slopes	5,000	LF		
Sewer, culvert and catch basin cleaning including transportation and disposal	200	EA		
6. Mileage for Haul-out to Final Disposal Site in excess of 25 miles from DMS				
0 – 25 Miles shall be included in Item #5 “Haul of Reduced Debris”	N/A	N/A	\$	\$
26 – 50.9 Miles	50,000	CY	\$	\$
51 to 75.9 Miles	50,000	CY	\$	\$
76 to 100.9 Miles	50,000	CY	\$	\$
101 to 125.9 Miles	50,000	CY	\$	\$
126 to 150.9 Miles	50,000	CY	\$	\$
Per CY Rate for Mileage in excess of 151 miles	50,000	CY	\$	\$
7. Removal of Hazardous Trees and Limbs				
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:			\$	\$
6 inch to 12.99 inch diameter	500	Per Tree	\$	\$
13 inch to 24.99 inch diameter	300	Per Tree	\$	\$
25 inch to 36.99 inch diameter	100	Per Tree	\$	\$
37 inch to 48.99 inch diameter	50	Per Tree	\$	\$
49 inch and larger diameter	20	Per Tree	\$	\$
Hanger Removal (per Tree)	1,000	Per	\$	\$

		Tree		
8. Removal of Hazardous Stumps				
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:				
24.1 inch to 36.99 inch diameter	100	EACH	\$	\$
37 inch to 48.99 inch diameter	50	EACH	\$	\$
49 inch and larger diameter	20	EACH	\$	\$
9. ROW White Goods Debris Removal				
Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:				
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination(Freon Management)	100	EACH	\$	\$
Washers, dryers, stoves, ovens, and hot water heaters	100	EACH	\$	\$
Ancillary Options - The Following Items are not included in the Price Evaluation				
10. Household Hazardous Waste Removal, Transport, and Disposal				
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	2,000	Per Pound	\$	\$
11. E-Waste Removal				
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	100	Per Unit	\$	\$
12. Abandoned Vehicle Removal (based on Section 2.4.13) Work consists of the				

removal and transport of eligible abandoned vehicles as follows:				
Passenger Car	50	EA	\$	\$
Single Axle	50	EA	\$	\$
Double Axle	10	EA	\$	\$
13. Dead Animal Carcasses				
Work consists of the recovery and disposal of dead animal carcasses.	100	EA	\$	\$
Auxiliary products and services (Optional)				
14. Bottled Drinking Water (1 Gallon Jug)	100	GALLON	\$	\$
15. Bottled Drinking Water (24 Case)	100	CASE	\$	\$
16. Packaged Ice	1,000	POUND	\$	\$
17. Meals Ready to Eat (Non-Kosher)	1,000	EA	\$	\$
18. Meals Ready to Eat (Kosher)	1,000	EA	\$	\$
19. Portable Toilet with Sanitary Pumping Services Included	5	Rental Per Week	\$	\$
SCHEDULE 2 SUBTOTAL Through Item 9				
TOTAL			\$	
TOTAL BASE BID			\$	

As the best interest of the City may require, the right is reserved to make award(s) by individual commodities or services, group of commodities or services, all or none or any combination thereof. When a group is specified, all items within the group must be quoted. A vendor desiring to bid "No Charge" on an item in a group must so indicate, otherwise the quote for the group will be construed as incomplete and may be rejected. However, if Vendors do not quote all items within a group, the City reserves the right to award on an item by item basis.

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature:	
Title:	
Date Signed:	
Printed Name:	
Firm or Company:	
Email:	

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer 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 sham proposal;
- (4) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by _____, who is personally known to me or who has
produced _____ as identification and who did (did not) take
an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

CERTIFICATE PAGE

(AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)

A. If the Proposer is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Proposal and the Contract contained within this document on behalf of the Corporation. The OWNER would prefer the use of the attached sample Resolution.

B. A corporation to which a contract is to be awarded will be required to furnish certificates as to its corporate existence.

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation. "IT IS HEREBY RESOLVED THAT _____ (Name)"

The duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Proposal and Bid Bond, if such bond is required, to the City of Parkland for: _____ and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Parkland shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME

Given under my hand and the Seal of the said corporation this _____ day
of _____, 2019.
(SEAL)

By:
Secretary

Corporate Title

NOTE: The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Parkland that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 bid 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 on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer 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 firm complies fully with the above requirements.

Bidder's Signature

PUBLIC ENTITY CRIME STATEMENT

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business
Signature
as _____

If a Partnership: _____
by: _____,
General Partner Signature

If a Corporation: _____
Corporate Name
(a _____ Corporation)
by: _____
Signature
Title: _____

Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **CITY OF:** _____

*The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by
_____ who is (who are) personally known to me or who has
produced _____ as identification and who did (did not) take an oath.*

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

REFERENCES

Provide specific references for at least four customers (preferably public entities), including customers served by the firm’s nearest office to the City. They should be of similar size, complexity and magnitude to the City. **Please do not include the City of Parkland or City of Parkland employees as references.** Additional references may be provided by attachment.

Proposer: _____

1. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

2. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

3. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

4. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

5. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street: _____
City State Zip

Telephone No. () Fax No. ()

How many years has your organization been in business under its present name? _____ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former name(s) has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes No If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes No If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes No If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes No If Yes, explain: _____

Are you a sales representative distributor broker or manufacturer of the commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes No

If yes, explain (date, service/project, bid title, etc.) _____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity?

Yes No If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity?

Yes No If yes, explain: _____

ADD W-9 FORM

BACKGROUND CHECK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

- 1. I am over the age of 18 and am a resident of the State of Florida.
- 2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
- 3. _____ intends to enter into an agreement with the City of Parkland to provide the services detailed in RFP #_____.
- 4. The fulfillment of the Background Check requirement shall be conducted through State, National and Sexual Offender/Predator criminal history record databases.
- 5. I hereby certify I shall at my expense obtain a criminal background check for each employee, contractor, or subcontractor or subconsultant having access to city property prior to beginning the work and, depending on the contract’s term, on an annual basis thereafter.
- 6. I further certify that I shall provide the contract administrator with a list of employees, contractors, or subcontractors or subconsultants who will have access to City property which verifies that a criminal background check has been conducted and the results thereof. A list of such employees is set forth on Exhibit “A”, attached hereto and made a part hereof.
- 7. I also certify that based upon the result of the criminal background check, no employee, contractor, nor subcontractor or subconsultant who has been convicted of an offense or at the discretion of the City shall not be permitted to perform work under this contract in or on city property.

Executed this _____ day of _____, 2019.

By _____
(Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 2019, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2019.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

SCRUTINIZED VENDOR CERTIFICATION

I, _____, on behalf of _____,
Print Name and Title Contractor Name

Certify that _____ does not:
Contractor Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Date

NOTICE
BEFORE SUBMITTING YOUR BID, MAKE SURE YOU.....

- _____ 1. Carefully read the SPECIFICATIONS and then properly fill out the PROPOSAL FORM.
- _____ 2. Fill out and sign the **PROPOSERS INFORMATION**.
- _____ 3. Fill out and sign the **NON-COLLUSIVE AFFIDAVIT** and have it properly notarized.
- _____ 4. Fill out and sign the **ACKNOWLEDGEMENT OF BUSINESS TYPE** and have it properly notarized.
- _____ 5. Sign the **CERTIFICATION PAGE (AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)**.
Failure to do so will result in your Bid being deemed non-responsive.
- _____ 6. Fill out the **BIDDERS QUALIFICATION STATEMENT**.
- _____ 7. **W-9**
- _____ 8. Fill out the **REFERENCES PAGE**.
- _____ 9. Sign the **VENDOR DRUG FREE WORKPLACE FORM**.
- _____ 10. Sign the **PUBLIC ENTITY CRIME STATEMENT**.
- _____ 11. Fill out the **BACKGROUND CHECK AFFIDAVIT**.
- _____ 12. Fill out the **SCRUTINIZED VENDOR CERTIFICATION FORM**.
- _____ 13. Clearly mark the RFP NUMBER AND PROPOSAL NAME on the outside of the envelope.
- _____ 14. Submit ONE (1) Original AND THREE (3) Photocopies of your Proposal, ONE (1) electronic copy and one (1) sealed bid price (to submit in a separate sealed envelope) with your submission.
- _____ 15. Submit Bid Bond (if required)
- _____ 16. Make sure your PROPOSAL is submitted prior to the deadline. Late Proposals will not be considered.
- _____ 17. Include proof of insurance.
- _____ 18. Include copies of all Licenses and Certifications

**FAILURE TO PROVIDE THE REQUESTED ATTACHMENTS MAY RESULT IN YOUR
PROPOSAL BEING DEEMED NON-RESPONSIVE.**

**SAMPLE CONTRACT SUBJECT TO FINAL APPROVAL
BY THE CITY ATTORNEY**

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF PARKLAND (CITY), a municipal corporation and _____ (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # _____ (the RFP) the CITY accepted competitive proposals for _____ (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on _____, 20____, Resolution No 20____/____;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations

and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

- 1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.
- 1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire _____ (__) years from that date. The CITY reserves the right to extend the Contract for _____ (__) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.
- 2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

- 3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this

Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

- 3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.
- 3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.
- 3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution by the City of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

- 6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.
- 6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.
- 6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports,

Disaster Debris Management and Removal Services- RFP 2019-05 photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; specifically to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems to the public agency.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract provisions and may unilaterally cancel this contract in accordance with state law.

No confidentiality of non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this section 8.2.

If the CONTRACTOR has any questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this CONTRACT, contact the custodian of public records at (954) 753-5040, email address cityclerk@cityofparkland.org or mailing address 6600 University Drive, Parkland, FL 33067.

8.3 BACKGROUND CHECKS: The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:

8.9 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.11 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits _____ are incorporated into and made a part of this Contract.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF PARKLAND

By: _____
CHRISTINE HUNSCHOFSKY, MAYOR

Date: _____

ATTEST:

CITY CLERK

CONTRACTOR

Witnesses:

By: _____
Title:

Printed Name: _____

Date: _____

EXHIBIT "A"
RFP 2019-05
DISASTER DEBRIS MANAGEMENT AND REMOVAL SERVICES

EXHIBIT "B"
CONTRACTOR'S RESPONSE

EXHIBIT "C"
ADDITIONAL TERMS AND CONDITIONS