
Company Submitting Response

REQUEST FOR PROPOSALS



RFP NO:	B-17-57
TITLE:	DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES
AVAILABLE:	March 30, 2017
MANDATORY PRE-PROPOSAL CONFERENCE:	10:00 AM on April 10, 2017 Davie Town Hall Council Chambers 6591 Orange Drive Davie, FL 33314
DUE DATE:	2:00 PM EST on April 28, 2017
SUBMIT TO:	TOWN OF DAVIE - Procurement Division Attn: Brian K. O'Connor, C.P.M. 6591 Orange Drive Davie, FL 33314
REVIEW MEETING:	April/May 2017
COUNCIL APPROVAL:	May 2017
BONDS:	Reference requirements stated herein.

**TOWN OF DAVIE
REQUEST FOR PROPOSALS
RFP NO. B-17-57
Disaster Debris Management & Removal Services**



Dear Potential Respondent:

The Town of Davie, Florida invites qualified contractors to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST on Friday, April 28, 2017**, for **RFP No. B-17-57 Disaster Debris Management & Removal Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.davie-fl.gov/Pages/DavieFL_BidsAndRFP/ or at DemandStar.com.

The Town 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 selection of the successful respondent(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses. It is the intent of the Town to award contracts to a Primary and a Secondary Contractor for these services in order to insure adequate resources at the time of an event.

The Town encourages participation from small businesses, women's business enterprises, minority-owned firms and labor surplus area firms pursuant to Federal and State law as outlined in 2 C.F.R. Part 200.321. This provision (the "six affirmative steps") shall be adhered to and incorporated into this solicitation and contract by reference. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps as detailed in the referenced statutes and furthermore herein.

Proposal Security shall be submitted by the proposer with their proposal package and shall be made payable to the Town of Davie, in an amount of ten thousand dollars (\$10,000) and in the form of a certified or cashier's check or a Proposal Bond issued by a licensed Surety having a registered agent in the State of Florida. Personal or business checks are not acceptable unless such checks are certified. Additionally, firms are required to provide a notarized letter from a surety, not a broker, verifying total bonding capacity.

A Mandatory Pre-Proposal Conference will be held at 10:00 AM on Monday, April 10, 2017 at Town Hall Council Chambers, 6591 Orange Drive, Davie, FL 33314. In order to be eligible for contract award proposer must attend the Mandatory Pre-Proposal Conference.

Questions regarding this solicitation shall be submitted in writing to bids@davie-fl.gov no later than 5:00 PM on April 19, 2017. Responses to those questions considered material to the solicitation will be made available as formal addenda to the Town's Purchasing website noted above and at DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and One (1) flash drive or CD copy**, to the **Town of Davie Budget and Finance / Purchasing Division – Attention: Purchasing Manager, Brian K. O'Connor, 6591 Orange Drive Davie, FL 33314** on or before the due date stipulated above. All packages shall be clearly marked "**RFP No. B-17-57 DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES**."

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The Town will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the Town Hall Council Chambers on the due date/time noted above. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.



Brian K. O'Connor
Procurement Manager
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

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**SECTION 1.0 GENERAL TERMS
AND CONDITIONS**

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Town, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Administrator and approved by the Town Administrator and/or Town Council.

Contract: The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop

Drawings.

Contract Administrator: Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the Town of Davie and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Town: A political subdivision, Incorporated Town within Broward County of the State of Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members.

Town Administrator: The Administrator of the Town of Davie, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Town's Project Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Town of Davie.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full

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conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Town's Project Manager or; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Town's Project Manager. In resolving disputes and in all respects the Town Administrator's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified

in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the Town to be included on an email list for goods and services which can be found at www.davie-fl.gov.

1.3 BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

1.4 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases of goods

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or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, sub-contracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The Town will pay no sales tax.

1.5 DESCRIPTION OF SUPPLIES

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

1.6 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Town of Davie Purchasing Department, 6591 Orange Drive Davie, Florida 33314. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid name shall be placed on the outside of the envelope.
- B. Bids must be submitted on the forms furnished. E-mailed and facsimile bids will not be considered. Bids shall be dated and time stamped prior to bid opening. Bidders shall have sole responsibility of insuring delivery of bids on time and to the proper location.
- C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope. OR can request a copy be e-mailed to them.
- D. Bids should be submitted in duplicate. Submit one original and one copy. Please include in

your proposal package a CD or flash drive containing a PDF file of the entire original submission.

1.7 ADDENDA

The Purchasing Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Town may waive this requirement in its best interest.

1.8 REJECTION OF BIDS

The Town reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.9 WITHDRAWAL OF BIDS

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

1.10 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

1.11 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

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1.12 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Procurement Manager prior to scheduled opening and in accordance with the deadline stated in the Special Conditions, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Procurement Manager five (5) days prior to the scheduled opening.

1.13 INVOICING/PAYMENT

All invoices should be sent to: Town of Davie, Finance Department, 6591 Orange Drive, Davie, Florida 33314. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

1.14 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.15 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Town:
Attention: Director, Public Works and Capital Projects Department
Phone: 954-797-1085
Fax: 954-797-1246

To the Procurement Department:
Brian O'Connor, Procurement Manager
Purchasing Division
6591 Orange Drive
Davie, FL 33314
Phone: (954) 797-1016 Fax: (954) 797-1049
Email: boconnor@davie-fl.gov

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.16 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the Town of Davie. The Contractor shall supply competent and physically capable employees and the Town is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Town property is not in the best interest of the Town.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.17 AWARD OF BID

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and is most advantageous to the Town. If lowest fails to comply, then the second will be

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called upon, and so on.

- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor (s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within 24 hours of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor (s).
- D. Successful Bidder shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order.

1.18 BID PROTESTS

The Town shall provide notice of its intent to award or reject to all bidders by posting such notice on the Town's website within two (2) working days after the posted review committee meeting.

If a vendor feels that they have been treated unfairly with regards to the results of a solicitation, or the resulting recommendation for award, they may protest the Town's action as follows:

- 1. The vendor must submit a letter to the Procurement Manager detailing the nature of the protest along with two (2) cashier's checks within three (3) working days of the notice of intent to award. The first check will be in the amount of \$500 (hereinafter called "the administrative fee"). The second check will be in the amount of 1% of the bid amount (hereinafter called "the protest bond"). The Town's notices of intent to award are posted on the Town of Davie website.
- 2. If the Procurement Manager receives a bid protest letter along with the administrative fee and the protest bond as described above, the bid award process will be suspended and the protest will be referred to the Bid Protest Committee. However, if the project is needed to protect the health, safety, and/or welfare of the residents of the Town of Davie, the award of the project will proceed without interruption. The Bid Protest Committee shall consist of three (3) Town of Davie staff member to be selected by the Town Administrator. The Procurement Manager and the employee that wrote the recommendation for award may not sit as a member of the Bid Protest Committee. However, the Procurement Manager and the staff member that wrote the recommendation for award shall be present at the

hearing of the Bid Protest Committee to answer any questions pertaining to the bid process or the evaluation process.

- 3. The Bid Protest Committee shall schedule a hearing within ten (10) working days of receipt of the protest letter. All parties having an interest in the outcome will be notified of the date and time of the hearing. If the bid protest is denied, the vendor will forfeit the protest bond. If the protest is upheld, the protest bond will be returned to the vendor. The administrative fee shall be non-refundable in all cases.
- 4. If the Bid Protest Committee denies the protest, the aggrieved vendor may appeal his/her case to the Davie Town Council. In order to appeal, the vendor must notify the Town Administrator within three (3) working days of the Bid Protest Committee's ruling. Upon notification, the Town Administrator will schedule the appeal as an agenda item on the next available Town Council agenda. All bidders will be notified of the agenda date.
- 5. Once the bid protest is resolved, the Town will proceed with the bid award. Except as exempted in 2 above.

1.19 AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the Town for execution. The Town will provide a copy of the fully executed agreement to the awarded bidder.

1.20 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- A. Poor performance or default, in the Town's opinion, on previous contracts with the Town.
- B. Poor performance or default, in the Town's opinion, on previous contracts with other public entities.
- C. Insufficient financial or company size, in the Town's opinion, to perform the requirements of the contract.

1.21 Reserved

1.22 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval.

1.23 FRAUD AND MISREPRESENTATION

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Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.24 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.25 MAINTAINING BID STATUS

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

1.26 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.27 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Town are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Town in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the Town in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the Town shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.28 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
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 Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, Evelyn_Roig@Davie-FL.gov, 6591 Orange Drive, Davie, FL 33314.

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1.29 REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal, every reference to a bid shall be and mean the same as proposal.

1.30 EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Town, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Town shall require the Bidder to comply with the particular term and/or condition of the solicitation to which the Bidder took exception to (as said term and/or condition was originally set forth on the solicitation.)

1.31 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify and hold harmless the Town its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Town or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

1.32 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

1.33 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.34 QUANTITIES

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth in the proposal form by the bidder.

1.35 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

1.36 WARRANTY

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.37 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.38 CONTRACT RENEWAL

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Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

1.39 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.40 SAFETY DATA SHEET (SDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

1.41 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

1.42 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

1.43 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.44 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.45 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

1.46 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the Town's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the Town within five calendar days after notification by the Town, if this is determined to be in the best interest of the Town.

1.47 ACCESS TO RECORDS

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

1.48 INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Town's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employ-

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ees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 6591 Orange Drive, Davie, Florida 33314, as the certificate holder, must appear on the certificate of insurance.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town.

NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not

relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.

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

1.49 TOWN WEBSITE

Bids, addenda, Intent to Awards, and other information is available on the Purchasing Division's "Purchasing" page, which can be found at: www.davie-fl.gov

1.50 DISCLAIMER

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion

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of the Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.51 CONFIDENTIALITY

As a political subdivision, the Town of Davie is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the Town of Davie's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.52 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The Town of Davie's RFP and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal.

1.53 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Town in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance

of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town's Project Administrator.

The Contractor acknowledges that the Town shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Town. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Town with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.54 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Town's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Town shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Town and the Contractor.

All Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

1.55 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods.

1.56 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project

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by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.57 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Town in accordance with the terms and conditions of the Agreement. The Town shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Town, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the Town and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Town, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Town. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Town, should the Town make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the Town and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

1.58 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Town. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees and agents of the Town.

The Contractor does not have the power or authority to bind the Town in any promise, agreement or representation other than specifically provided for in the Agreement.

1.59 AUTHORITY OF THE TOWN'S PROJECT ADMINISTRATOR

- A. The Contractor hereby acknowledges that the Town's Project Administrator will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manger's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent

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to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises.

The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.60 MUTUAL OBLIGATIONS

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by

the duly authorized representatives of both parties.

- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.61 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.62 AUDITS

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.63 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Town in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

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1.64 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there

shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

1.65 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Town were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Town makes no representations or guarantees, the Town shall not be responsible for the accuracy of the assumptions presented, the Town shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.66 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.67 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Town may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Town through fraud, misrepresentation or material misstatement.
- B. The Town may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Town's right to terminate this Agreement for convenience.

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D. The Town, through its Town Administrator, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement may be debarred from Town contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Town may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
3. Cancel orders;
4. Assign to the Town and deliver to any location designated by the Town any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
5. Take no action which will increase the amounts payable by the Town under the Agreement.

G. In the event that the Town exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

1.68 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town may request that the Contractor, within the time

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frame set forth in the Town's request, provide adequate assurances to the Town, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town receives such assurances the Town may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town the requested assurances within the prescribed time frame, the Town may:

1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town shall terminate the Agreement for default, the Town or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.69 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Town for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Town may also bring any suit or proceeding for specific performance or for an injunction.

1.70 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible

for any and all claims made against the Town for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Town and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.71 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession may constitute or contain information or materials which the Town has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

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During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town and, if the Computer Software has been leased or purchased by the Town, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.72 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the Town retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" shall become the property of the Town.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. Such license specifically includes, but is not limited to, the right of the Town to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town or entities controlling, controlled by, under common control with, or affiliated with the Town, or organizations which may hereafter be formed by or become affiliated with the Town. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.73 ETHICS

In accordance with Section 2-327 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

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1.74 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(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 the 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.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the

Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies 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.

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

- I. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- J. Environmental Protection Agency (EPA), as applicable to this Contract.
- K. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- L. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- M. Florida Building Code (FBC).
- N. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or ab-

stain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.75 NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.76 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner

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whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Project Administrator. Contractor shall thereafter cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Project Administrator in regard to remedying the situation.

1.77 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the Town:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, council or other organi-

zation or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Town; and

- C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

1.78 BANKRUPTCY

The Town reserves the right to terminate this contract if, during the term of any contract the Contractor has with the Town, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.79 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

1.80 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Town under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.81 CANCELLATION FOR UNAPPROPRIATED FUNDS

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

1.82 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Town employee. Only those communications which are in writing from an authorized Town representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Town as duly authorized expressions on behalf of Contractors.

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1.83 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

1.84 PROHIBITION OF INTEREST

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

1.85 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.86 E-VERIFY

Contractor acknowledges that the Town may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Town and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the Town and a State Agency, and reporting to the Town any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.87 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Town or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Town may, at its option and discretion, cancel or renegotiate the Agreement.

1.88 BUDGETARY CONSTRAINTS

In the event the Town is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.89 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Town.

1.90 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.91 SOVEREIGN IMMUNITY

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Nothing in the Agreement shall be interpreted or construed to mean that the Town waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

TIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

1.92 SUBMISSION AND RECEIPT OF BIDS

END OF SECTION

Bids having any erasures or corrections must be initialed and dated by the bidder in ink. This bid document shall be typewritten or filled in with pen and ink.

1.93 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE

The Town of Davie 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 Town of Davie shall be subject to the requirements found in the Town'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 Kay Hurley, Waste Management Construction Services Account Manager at (954) 439-4067 or khurley@wm.com.

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or boconnor@davie-fl.gov.

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'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 VIOLA-

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SECTION 2.0 SPECIAL CONDITIONS

2.1 PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Town may be rejected.

2.2 REQUESTS FOR INFORMATION (RFI)

Any questions regarding the specifications shall be addressed to the Procurement Manager by the deadline stated herein for receiving RFIs via e-mail at bids@davie-fl.gov.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

2.3 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held at 10:00 AM on Monday, April 10, 2017 at Town Hall Council Chambers, 6591 Orange Drive, Davie, FL 33314. In order to be eligible for contract award proposer must attend the Mandatory Pre-Proposal Conference.

2.4 SCHEDULE OF EVENTS

The Town will use the following tentative time schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

<u>Event</u>	<u>Date</u>
RFP Available	03/30/2017
Deadline for Receipt of Questions (by 5:00 pm EST)	04/19/2017
Proposals Due (2:00 pm EST)	04/28/2017
Evaluation Committee Review Period	05/01/2017 - 05/05/2017
Evaluation Committee Review Meeting	TBA
Council Meeting (Shortlist Approval)	May/June
Council Meeting (Award Recommendation)	June

2.5 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 Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

2.6 EMPLOYEES

All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

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Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of account manager and/or field supervisor.

2.7 STORAGE OF MATERIALS

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

2.8 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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 Town of Davie 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.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

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.

2.9 PAYMENT

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" of this specification. Invoices will be subject to verification and approval by the department requesting the service.

2.10 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and equipment to complete the Scope of Services. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Proposed Specifications". If no exceptions are noted, it shall be understood that the specifications will be adhered to exactly as listed in the specifications section of this document.

2.11 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Contract Administrator or designee.

2.12 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the Town reserves the right to renew the contract for two (3) additional two (2) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the Town Administrator and the Town Council of the Town of Davie.

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2.13 EVALUATION & SELECTION METHOD AND CRITERIA

All responses will be reviewed and evaluated by an Evaluation Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.

Award will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.

A. Process

The selection process shall be as follows:

1. The Evaluation Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the criteria in item "B" below. The Committee will select and shortlist qualified firms.
2. At the Committee's discretion, the shortlisted firms may be asked to come in for oral presentations and/or interviews (continue to No. 4 below).
3. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council approval. The department will prepare the agenda item for the next available Council meeting and request the Town Council to approve the final contract.
4. If firms are asked to come in for oral presentations and/or interviews:
 - a. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations and/or interview sessions will **not** be open to the public.
5. After the oral presentations and/or interviews, the Committee in an open public meeting will then conduct a final ranking in accordance with the criteria in item "B" below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town.
6. The Committee will negotiate a final agreement with the best evaluated Respondent. Should negotiations be unsuccessful, the Committee will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.
7. Upon completion of successful negotiations a recommendation of award will be submitted to the Town Council for approval.

B. Criteria

The selection of a Respondent with who to contract shall be based on the proposal most advantageous to the Town based on the "best value to the Town" using the following criteria with regard to the firm's:

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

Reference Section 4.0 for the specific factors to be addressed by the firm within their proposal in response to the above criterion.

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2.14 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Town may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Town.

2.15 CONTRACT AWARD

Any contract, as a result of this RFP, will be submitted to Town Administrator for considerations and may be submitted to the Town Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Town to be in the best interest of the Town. The Town's decision to make the award and which proposal is in the best interest of the Town shall be final.

2.16 PERFORMANCE AND PAYMENT BOND

Contractor shall provide the Town with a Performance and Payment Bond in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, within three (3) calendar days of a written Notice to Proceed by Town.

Once activated, the Performance and Payment Bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

2.16 INVOICING

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 Town 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

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

The Town 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 Town 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 Town, and the situation cannot be resolved to the satisfaction of the Town, the Town 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.

2.17 DELETION OR MODIFICATION OF SERVICES

The Town reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Town, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned.

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

2.18 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the Town shall receive prior notification and have the right to review, test and approve such substitutions, if deemed necessary. If the Town has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the Town shall have the right to require the Contractor to resolve the situation to the Town's satisfaction, provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, Town ordinance, contract or employment or union agreement.

2.19 SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the Town, this information shall be a part of the proposal response. Such information shall be subject to review, acceptance and approval of the Town, prior to any contract award. The Town reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets Town approval.

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

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

2.20 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

2.21 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.

2.22 VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify

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the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

U.S. Department of Homeland Security's E-Verify System Affirmation Statement (within attached forms) should be completed and submitted with Bidder's response to this RFP.

END OF SECTION

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SECTION 3.0 SPECIFICATIONS

1. PURPOSE

The Town of Davie, Florida (the "Town") 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 Town 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 Town 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 Town 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 Town. DMC may also be called upon throughout the year to render services to assist the Town with special needs and events other than full-scale disasters, as determined by the Town Administrator. The Town 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 Town's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the Town in a disaster event, the Town is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the Town 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 Town to ensure maximum financial recovery.

DMC will work under the direction of the Town's Contract Manager. The Town Administrator 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 Town.

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 Town 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 Town from beginning to end to ensure maximum financial recovery for the Town.

The Town 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.**

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2. BACKGROUND

The Town of Davie is located in South Florida and is about 11 miles west of downtown Fort Lauderdale and 25 miles north of downtown Miami.

Located in the southeast region of the State, the Town may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is vital following a disaster event. Therefore, the Town is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.

3. DEFINITIONS

- 3.1. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 3.2. **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.)
- 3.3. **Contract Manager** means the Town's representative duly authorized by the Town Administrator to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- 3.4. **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.
- 3.5. **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.
- 3.6. **Debris Monitor** means the firm retained by the Town to monitor the DMC's activities pursuant to its contract with the Town and to ensure compliance with FEMA requirements.
- 3.7. **Drop-Off Site** means a site established for residents of the Town of Davie to drop off debris.
- 3.8. **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.
- 3.9. **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 Town Administrator 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.
- 3.10. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.

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- 3.11. **FDEP** means the Florida Department of Environmental Protection.
- 3.12. **FDOT** means the Florida Department of Transportation.
- 3.13. **FEMA** means the Federal Emergency Management Administration.
- 3.14. **FWWC** means the Florida Fish and Wildlife Conservation Commission.
- 3.15. **FHWA** means the Federal Highway Administration.
- 3.16. **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.
- 3.17. **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.
- 3.18. **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.
- 3.19. **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.
- 3.20. **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.
- 3.21. **Notice to Proceed** means the written notice given by the Town Administrator (or designee) to the DMC of the date and time for work to start.
- 3.22. **NRCS** means Natural Resources Conservation Service.
- 3.23. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 3.24. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.
- 3.25. **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.
- 3.26. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 3.27. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

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4. GENERAL REQUIREMENTS

- 4.1. 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.
- 4.2. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 4.3. 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 Town. The expectation is that in the event of a disaster, DMC shall service the Town of Davie first.
- 4.4. DMC shall provide a one-day annual training session for key Town personnel at no additional cost. Scheduling of said session shall be coordinated with the Town Administrator or designee.
- 4.5. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the Town's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-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 (24) hours.
- 4.6. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The Town may issue Notice to Proceed twenty-four (24) to forty-eight (48) 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.
- 4.7. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 4.8. DMC shall provide the following annual services at the DMC's expense:
 - 4.8.1. DMC shall attend and participate in an annual meeting with the Town, usually held in May.
 - 4.8.2. 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 subcontractors, at an annual meeting with the Town.
 - 4.8.3. Upon request, DMC shall annually review and visit, with Town staff, the TDMS(s) to be used during the coming year.
 - 4.8.4. DMC shall provide phone consultations and reference information to Town staff upon request.
- 4.9. DMC shall notify the Town within twenty-four (24) 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

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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.

- 4.10. DMC shall be paid for any special tasks requested by the Town and as agreed to by DMC and the Town based on the hourly rate schedule contained herein.
- 4.11. To the extent required by applicable federal and state regulations, the Town must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the Town reasonably objects. DMC shall supply the Town, 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 Town. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- 4.12. 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 Town and/or Broward County the first opportunity when awarding subcontracted work.

5. DEBRIS REMOVAL

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

- 5.1. **FEMA Compliance** – DMC shall work closely with the Town'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 Town.
- 5.2. **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 Town. 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.
- 5.3. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Town, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Town 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. **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 Town, 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 Town. 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 Town's Contract Manager.
- 5.5. **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 remove eligible hazardous stumps from the Town's authorized ROW.

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- A. The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the Town or its designated representative:
 - 1. The stump root ball is exposed by fifty (50) percent or more;
 - 2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) 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 Town 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 Town or the Town's authorized representative.
 - F. The eligible hazardous stump shall be transported to the Town's DMS or to the Town'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.
- 5.6. **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.
- 5.7. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise 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.
- 5.8. **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.
- 5.9. **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.
- 5.10. **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

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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 (24) hours and repair any damage within the timeframe established by the Town. In the event DMC fails to respond in a timely manner, the Town 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.

- 5.11. **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 Town by that truck during that day.
- 5.12. **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.
- 5.13. **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.
- 5.14. **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.
- 5.15. **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 Town 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.

6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

- 6.1. The TDMS location(s) will be identified by the Town on an annual basis. DMC and the Town 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 Town.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the Town 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.
- 6.3. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an "as needed" basis. In the event that no Town TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Town.

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- 6.4. 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.
- 6.5. 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.
- 6.6. 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:
 - 6.6.1. Access to the site.
 - 6.6.2. Site management, to include point of contact, organizational chart, etc.
 - 6.6.3. Traffic control procedures.
 - 6.6.4. Site security.
 - 6.6.5. Site safety.
 - 6.6.6. Site layout/segregation plan.
 - 6.6.7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- 6.7. 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.
- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
- 6.9. 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 Town 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 (24) hours per day. However, incineration is not a preferred method of debris reduction for the Town.
- 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) 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.
- 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the Town's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- 6.12. 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

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Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

- 6.13. 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 Town and present such sites to the Town for review. DMC shall obtain, on behalf of the Town, and shall provide the Town with a written contract for each disposal site. The Town 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 Town shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).
- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) 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.

7. RESIDENTIAL DROP-OFF SITES

The Town may elect to open a number of Drop-Off Sites to allow Town 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.

8. ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- 8.1. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Town in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Town’s Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. **Removal of Vehicles and Vessels** – DMC, as directed by the Town, 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 Town’s Contract Manager.
- 8.3. **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.
- 8.4. **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.
- 8.5. **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.

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- 8.6. **Emergency Potable Water** – DMC shall provide the Town 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 Town will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- 8.7. **Emergency Ice** – DMC shall provide the Town with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Town 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.
- 8.8. **Other Services as Requested** – DMC shall also provide other related services as requested by the Town.

9. DOCUMENTATION MANAGEMENT AND SUPPORT

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

- 9.1. 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.
- 9.2. Each load ticket shall contain the following information:
 - 9.2.1. Prime Contractor name.
 - 9.2.2. Town contract/Disaster number.
 - 9.2.3. Load ticket number.
 - 9.2.4. Sub-Contractor name.
 - 9.2.5. Truck Driver name.
 - 9.2.6. Date and time of pick up.
 - 9.2.7. Date and time of delivery.
 - 9.2.8. Pick up location (street address or primary street between specific area).
 - 9.2.9. Loading Zone Number
 - 9.2.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
 - 9.2.11. Truck ID number and capacity.
 - 9.2.12. Total cubic yards picked up.
 - 9.2.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 - 9.2.14. Delivery site.
 - 9.2.15. Load Monitor Printed Name and Signature.
 - 9.2.16. Dump Monitor Printed Name and Signature.
 - 9.2.17. GPS.
- 9.3. Load tickets will be issued by the Debris Monitor or Town personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/Town 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.
- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the wording "Town of Davie Emergency Debris Contractor" and the DMC's name.
- 9.5. 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.

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- 9.6. DMC will work closely with the Town, Town's contracted Monitor and applicable Federal, State and local agencies to ensure that the Town's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the Town 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 Town in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the Town or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Town or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the Town, 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.
- 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. 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 Town 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.

10. STAFF AND EQUIPMENT REQUIREMENTS

- 10.1. 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.
- 10.2. 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.
- 10.3. DMC shall employ a Project Manager and an Operations Manager, both 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 Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The Town 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.
- 10.4. The Operations Manager shall be on call twenty-four (24) 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 Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Town.
- 10.5. 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.

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- 10.6. DMC must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- 10.7. 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.
- 10.8. Prior to start of work, the Monitoring Contractor and the Town 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 Town. The reported volume shall be the same as shown on the signs affixed to each piece of equipment.
- 10.9. 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.
- 10.10. 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 Town, 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.
- 10.11. 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.
- 10.12. 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.
- 10.13. 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.
- 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

11. REPORTING

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

- 11.1. **Daily Reports** – DMC shall make daily reports to the Town 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 Town.

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

- 11.2. **Weekly Summaries** – DMC shall submit, within two 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 Town, 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 Town. 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.
- 11.3. **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.
- 11.4. **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.
- 11.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the Town, 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 Town. DMC shall provide, upon request of the Town 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 Town. Final project reconciliation must be approved by the Town.
- 11.6. **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 (10) years.

12. OTHER OPERATIONAL CONSIDERATIONS

- 12.1. **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 Town access to all work sites, TDMSs and disposal areas.
- 12.2. **Working Hours** – Unless otherwise approved by the Town, 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 Town approval, debris reduction activities at the TDMSs may take place twenty-four (24) 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 Town approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. **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.

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13. TECHNICAL ASSISTANCE

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

- 13.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- 13.2. 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.
- 13.3. Assisting with developing, producing or distributing public information.

14. 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 Town without markup by the Contractor. Prices must be provided for bid items or Bidder may be deemed non-responsive.

- 14.1. Bid prices assume the distance between the pickup location and TDMS Site. Invoices to be paid based on incoming load tickets.
- 14.2. 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.
- 14.3. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the Town at cost. Contractor will likewise reimburse Town for any revenue received for salvaged or recycled materials.
- 14.4. 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.
- 14.5. In addition, the Bidder shall provide hourly labor and equipment rates for the items listed in the "**Proposal Form**".

END OF SECTION

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SECTION 4.0 PROPOSAL REQUIREMENTS

PROPOSAL REQUIREMENTS:

Proposers interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following--

RFP Subject: Town of Davie RFP No. B-17-57 "Disaster Debris Management & Removal Services"

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
4. Telephone Number
5. Email Address
6. Mailing Address

Tab 1 - Table of Contents: Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest: Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
 - a. Include the size
 - b. Range of activities
 - c. Years of experience that the proposer has in providing similar services.
 - d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in Tab 3 – Disaster Experience and Ability)
 - e. Summary of past performance of the firm on similar projects (More detail to be provided in Tab 5 - Previous Experience)
 - f. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
 - g. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the Town of Davie.

Tab 3 – Disaster Experience and Ability:

The relative experience and qualification 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.

1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. 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),

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- 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.
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
 6. 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.
 7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
 8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
 9. Explain the ability and experience of the field staff with specific attention to project related experience.
 10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
 11. If the Contractor proposes to use subcontractors in the course of providing these services to the Town, 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.
 12. 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 150,000 residents.

Tab 4 – Operational Plan for the Town:

The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. 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. Organizational structure of firm; chain of command, organizational and procedural graphics. Include information regarding subcontractors.
3. The Town encourages participation from small businesses, women's business enterprises, minority-owned firms and labor surplus area firms pursuant to Federal and State law as outlined in 2 C.F.R. Part 200.321. Provide firm's approach and plan to apply and adhere to the "six affirmative steps" with regard to engagement of subcontractors in the performance of this contract.
4. Define methods used to complete assigned tasks and clearly describe all aspects of the proposed plan of action for the Town of Davie.
5. Include details of your approach, work plans and phasing.
6. Identify any issues or concerns of significance that may be appropriate.

Tab 5 – Previous Experience of the Proposed Key Personnel:

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.

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1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on previous Disaster Debris Management projects.
3. 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

Tab 6 – Financial Capability:

The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a surety, not a broker, verifying total bonding capacity. The Town will not waive this requirement.

Tab 7 – Client References and Past Performance:

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

1. 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 75,000 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.
2. 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.
3. What disaster recovery monitoring services firm(s) have you worked with in the past five (5) years?
4. 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.
5. 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 part of a joint venture and, if so, whether it was the primary or secondary Contractor.

Town of Davie
Disaster Debris Management & Removal Services

6. What contractual commitments do your key subcontractors have in the Broward, Miami-Dade and Palm Beach County area?
7. 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.
8. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

Tab 8 – Price Proposal:

1. Proposal Form
 - a. Proposal form shall be signed by the contact person authorized to represent the contractor. The vendor must provide their pricing through the designated line items listed on the Price Form.
 - b. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
 - c. 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.
 - d. 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 signature.

Tab 9 – Other Completed Forms and Deliverables:

1. All documents in the “Required Forms” section must be completed and returned with the Proposal package.
2. Required Proposal Security
 - a. Each Proposal must be accompanied by Proposal Security made payable to the Town of Davie, in the amount of ten thousand dollars (\$10,000) and in the form of a certified or cashier's check or a Proposal Bond issued by a licensed Surety having a registered agent in the State of Florida. Personal or business checks are not acceptable unless such checks are certified.
 - b. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their electronic bid copy.
 - c. Proposers must submit their original bid security (bid bond or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check shall be in a sealed envelope and attached within the response package submitted by the RFP deadline.
 - d. The Proposal Security of the successful Proposer will be retained until such Proposer has executed the agreement, whereupon the Proposal Security will be returned. If the successful Proposer fails to furnish the qualifications submittals or fails to execute and deliver the agreement within fifteen (15) days of the Notice of Award, the Town may annul the Notice of Award and the Proposal Security of that Proposer will be forfeited. The Proposer Security of any Proposer whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the one hundred twenty first (121st) day after the Proposal Opening. Proposal Security of other Proposers will be returned approximately fourteen (14) days after the final Award(s) are approved by the Town Council.

Tab 10 – Business Structure & Professional Registration Certificates:

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. List appropriate licenses as issued by Broward County.

Town of Davie
Disaster Debris Management & Removal Services

3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter.

Tab 11 – Additional Information:

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

END OF SECTION

**Town of Davie
Disaster Debris Management & Removal Services**

SECTION 5.0 PRICE FORM

PRICE PROPOSAL: The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

Part A: HOURLY RATES

- | | |
|-------------------------|-------------------|
| 1. Project Manager | \$ _____ per hour |
| 2. Operations Managers | \$ _____ per hour |
| 3. Crew Foreman | \$ _____ per hour |
| 4. Skilled Sawman | \$ _____ per hour |
| 5. Tree Climber | \$ _____ per hour |
| 6. Administrative Staff | \$ _____ per hour |

Part B: TASK AND FEE UNIT SCHEDULE

1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard
 - 1A \$ _____ (to a location within Town of Davie Legal Boundaries)
 - 1B \$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)
 - 1C \$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)
 - 1D \$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)
2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard
 - 2A \$ _____ (to a location within Town of Davie Legal Boundaries)
 - 2B \$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)
 - 2C \$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)
 - 2D \$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

Price Form Continued

Town of Davie
Disaster Debris Management & Removal Services

Price Form Continued

3. On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard

3A\$ _____ (to a location within Town of Davie Legal Boundaries)

3B\$ _____ (to a location outside of Davie but within Broward County Legal Boundaries)

3C\$ _____ (to a location within Miami-Dade or Palm Beach County Legal Boundaries)

3D\$ _____ (to a location not within the Tri-County area of Broward, Miami-Dade or Palm Beach Counties)

4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$ _____

5. Debris Reduction by Chipping/Grinding per Cubic Yard \$ _____

6. Freon Management and Recycling Per Unit \$ _____

7. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$ _____

8. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard \$ _____

9. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound

10. Loading and Hauling abandoned vehicles and derelict vessels (land based) to a Final Disposal Site per Unit \$ _____

11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:

A. 24 inch to 35.99 inch diameter Each \$ _____

B. 36 inch to 47.99 inch diameter Each \$ _____

C. 48 inch and larger diameter Each \$ _____

12. Hazardous Leaners Loading and Hauling to a Temporary Debris Staging and Reduction Site:

A. 6 inch to 23.99 inch diameter Each \$ _____

B. 24 inch to 35.99 inch diameter Each \$ _____

C. 36 inch to 47.99 inch diameter Each \$ _____

D. 48 inch and larger diameter Each \$ _____

13. Hangers 2 inches and greater per tree \$ _____

14. Cleaning of Catch Basins (Includes disposal) Each \$ _____

15. Cleaning of Drainage Pipes Linear Feet \$ _____

16. Clean, Fill Dirt per Cubic Yard \$ _____

17. Clean, Fill Dirt and Sodding per Cubic Yard \$ _____

Price Form Continued

**Town of Davie
Disaster Debris Management & Removal Services**

Price Form Continued

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ _____
2. JD 644 Wheel Loader with debris grapple	\$ _____
3. Extendaboom Forklift with debris grapple	\$ _____
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ _____
5. 753 Bobcat Skid Steer Loader with bucket	\$ _____
6. 30-50 HP Farm Tractor with box blade or rake	\$ _____
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ _____
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
9. JD 648E Log Skidder, or equivalent	\$ _____
10. CAT D4 Dozer	\$ _____
11. CAT D5 Dozer	\$ _____
12. CAT D6 Dozer	\$ _____
13. CAT D7 Dozer	\$ _____
14. CAT D8 Dozer	\$ _____
15. CAT 125 – 140 HP Motor Grader	\$ _____
16. JD 690 Trackhoe with debris grapple	\$ _____
17. JD 690 Trackhoe with bucket & thumb	\$ _____
18. Hand-Fed Debris Chipper	\$ _____
19. 300 – 400 HP Horizontal Grinder	\$ _____
20. 800 – 1,000 HP Horizontal Grinder	\$ _____
21. 30 Ton Crane	\$ _____
22. 50 Ton Crane	\$ _____
23. 100 Ton Crane (8 hour minimum)	\$ _____
24. 40 – 60' Bucket Truck	\$ _____
25. Greater Than 60' Bucket Truck	\$ _____
26. Fuel / Service Truck	\$ _____
27. Water Truck	\$ _____
28. Portable Light Plant	\$ _____
29. Lowboy Trailer with Tractor	\$ _____

Price Form Continued

**Town of Davie
Disaster Debris Management & Removal Services**

30.	Flatbed Truck	\$ _____
31.	Pick-up Truck (unmanned)	\$ _____
32.	Self-Loading Dump Truck with debris grapple	\$ _____
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ _____
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
38.	Temporary Office Trailer DAILY RATE →	\$ _____

Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ _____	\$ _____
2. 15 KW Generator	\$ _____	\$ _____
3. 25 KW Generator	\$ _____	\$ _____
4. 50 KW Generator	\$ _____	\$ _____
5. 75 KW Generator	\$ _____	\$ _____
6. 100 KW Generator	\$ _____	\$ _____
7. 175 KW Generator	\$ _____	\$ _____
8. 250 KW Generator	\$ _____	\$ _____
9. 300 KW Generator	\$ _____	\$ _____
10. 350 KW Generator	\$ _____	\$ _____
11. 500 KW Generator	\$ _____	\$ _____
12. 750 KW Generator	\$ _____	\$ _____
13. 800 KW Generator	\$ _____	\$ _____
14. 1000 KW Generator	\$ _____	\$ _____
15. 1250 KW Generator	\$ _____	\$ _____
16. 1500 KW Generator	\$ _____	\$ _____
17. 1750 KW Generator	\$ _____	\$ _____
18. Trailers	\$ _____	\$ _____
19. Cables (400 amp) 50 ft	\$ _____	\$ _____

Price Form Continued

**Town of Davie
Disaster Debris Management & Removal Services**

Price Form Continued

Part E: OPTIONAL SERVICES

Optional Services	Unit	Price
1. Debris removal from lakes and canals CY	PER CY	\$ _____
2. Restoration of canal banks and slopes LF	PER LF	\$ _____
3. Removal of motor vehicles including towing, processing and disposal	PER Vehicle	\$ _____
4. Removal of boats including towing, processing and disposal Per LF of	PER LF of Vessel	\$ _____
5. Provision of emergency potable water	PER Gallon	\$ _____
6. Provision of emergency ice	PER LB	\$ _____
7. Temporary bathrooms / port-o-lets PER	PER Unit	\$ _____
8. Provision of temporary satellite phones PER	PER Phone/Per Day	\$ _____
9. Sewer, culvert and catch basin cleaning including transportation and disposal	PER EA	\$ _____

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the Town of Davie. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Authorized Signatory: _____

Executed by: _____

(Type or print name)

Title: _____

For (Company): _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Email: _____

**Town of Davie
Disaster Debris Management & Removal Services**

SECTION 6.0 TOWN REQUIRED FORMS

NON-COLLUSIVE AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

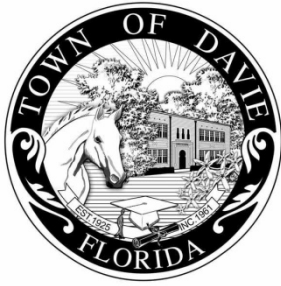
By _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public (Signature)

My Commission Expires: _____

**Town of Davie
Disaster Debris Management & Removal Services**



**TOWN OF DAVIE
E-VERIFY FORM**

Bid No: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: _____

Authorized Signature: _____

Print Name

Title: _____

Date: _____

**Town of Davie
Disaster Debris Management & Removal Services**

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____, Company_____

Attest that all personnel used in the performance of this work have had a criminal background check, and have no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal back ground checks and drug test results.

Proposer's Signature_____

**Town of Davie
Disaster Debris Management & Removal Services**

**Town of Davie
Vendor/Bidder Disclosure**

I, _____, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie (“Town”) are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: _____

Address: _____

FEIN _____

State and date of incorporation _____

OWNERSHIP DISCLOSURE AFFIDAVIT

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

	Full Legal Name	Address	Owner-
ship	_____	_____	_____
%	_____	_____	_____
%	_____	_____	_____
%	_____	_____	_____

**Town of Davie
Disaster Debris Management & Removal Services**

_____ %

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

Full Legal Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Date: _____

Signature of Affiant

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this _____ day of _____ 20__, by _____, he/she is personally known to me or has presented _____ as identification.

Large

Notary Public, State of Florida at

Print or Stamp of Notary

Serial Number

My Commission Expires : _____

**Town of Davie
Disaster Debris Management & Removal Services**

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, _____ representing
_____ declare that I have read the attached form and that (check one):

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request for Proposal (RFP)

_____ My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: _____

Bidder Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

e-mail Address: _____

Signature: _____

Print Name: _____

**Town of Davie
Disaster Debris Management & Removal Services**

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, _____ representing _____ declare that I have read the attached form and that (check one):

_____ My company is not interested in lobbying either staff or elected officials on any subject associated with this Request For Proposal (RFP)

_____ My company is interested in lobbying either staff or elected officials on matters associated with this Request For Proposal (RFP). I understand that in order to lobby, I **must** fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.

Title of RFP: _____

Bidder Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Print Name: _____

**Town of Davie
Disaster Debris Management & Removal Services**

TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

LOBBYIST INFORMATION (Ordinance 2012-17, Section 2-58(a)(1))

Name _____

Address _____

{must be a physical address (e.g. not a Post Office Box) where the lobbyist resides or customarily does business}

Town _____ State _____ Zip _____ Telephone _____

Explain the nature and extent of any business, professional or familial relationship which the lobbyist, or any member of the lobbyist's immediate family, has had with any Town official, or member of the immediate family of any Town official within the period of time commencing twenty-four (24) months prior to registration.

Explain the nature and extent of any involvement, activity or assistance, whether paid or voluntary, by any lobbyist, or any member of the lobbyist's immediate family, with the current or the most recent campaign of any current elected Town official, or current candidate for Town Council. (2012-017, Section 2-58(a)(3))

**Town of Davie
Disaster Debris Management & Removal Services**

LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4))

Name _____

Address _____

(must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business)

Town _____ StateZip _____ Telephone _____

Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. *H not* known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017,Section 2-58(a)(5))

I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17,Section 2-58(b))

I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I am required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year.

Signature of Lobbyist

STATE OF FLORIDA) _____
) SS:
COUNTY OF)

Sworn to and subscribed before me this _____ day of _____ 20__ by _____ who is personally known to me or who has produced _____ as identification.

My Commission expires _____

Name _____ Signature _____

**Town of Davie
Disaster Debris Management & Removal Services**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

**Town of Davie
Disaster Debris Management & Removal Services**

PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

PROPOSER

(FIRM NAME)

Witnesses:

(SEAL)

SIGNATURE AND E-MAIL ADDRESS

PRINT NAME

Title (Sole Proprietor or Partner)

Post Office Address:

TELEPHONE

TOWN in which fictitious name is registered.

Attach a copy of proof of registration

**Town of Davie
Disaster Debris Management & Removal Services**

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining 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 employee 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.

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

**Town of Davie
Disaster Debris Management & Removal Services**

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE	PRINTED NAME
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive

Town of Davie
Disaster Debris Management & Removal Services

SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

- 1. www.davie-fl.gov
- 2. www.demandstar.com
- 3. The Sun Sentinel
- 5. Referral/word-of-mouth Specify Source: _____
- 6. Search Engine/Internet search
- 7. E-mail, newsgroup, online chat Specify _____ Source: _____
- 8. Banner or Link on another website
- 9. Flyer, newsletter, direct mail Specify Source: _____
- Other Specify _____ Source: _____

Please note: This survey form is used for internal Procurement purposes only.

**Town of Davie
Disaster Debris Management & Removal Services**

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

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

1. This sworn statement is submitted to the **TOWN OF DAVIE, FLORIDA**

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in

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management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20____

Personally known _____

OR _____ Name of Notary
Produced identification _____ Notary Public – State of _____

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Davie, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

Title:

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

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NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) 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 proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any 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;

e) 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:

Witness

By: _____

Witness

(Printed Name)

(Title)

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ACKNOWLEDGMENT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

 BEFORE ME, the undersigned authority personally appeared
_____ to me well known and known by me to be the
person described herein and who executed the foregoing Affidavit and acknowledged to and before
me that _____ executed said Affidavit for the purpose
therein expressed.

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

My Commission Expires:

Notary Public State of Florida at Large

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PROPOSER QUESTIONNAIRE

1. Today's Date:

2. Name of Company Submitting Proposal:

3. How many years has your firm been in business under its present business name?: _____
4. Under what other former name(s) has your firm operated?: _____

5. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____

6. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes
If yes, please explain: _____

7. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

8. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration.

9. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): _____

10. State the name and title of the individual who will have personal management of the work: ____

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11. State the name and address of attorney, if any, for the firm: _____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: _____

13. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: _____

14. Bank references:

BANK NAME	ADDRESS (TOWN, STATE, ZIP)	PHONE NUMBER
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_____	_____	_____
_____	_____	_____

15. Firm has attached a current Certificate of Liability Insurance? Yes No

16. Firm has attached a current W-9? Yes No

17. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

18. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH TOWN OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

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**AGREEMENT No. SAMPLE AGREEMENT ONLY
BETWEEN THE TOWN OF DAVIE
AND
CONTRACTOR NAME**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2017 by and between **Contractor Name** a **corporation** organized and existing under the laws of the **State of XXXXXX**, with offices at **Address** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florida 33314 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Request for Proposals (RFP) No. XXXX-XX TITLE**, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **XX**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

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4. The Town agrees to make payment in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence as provided for in **B-17-57** unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.

7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2017.

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SIGNATURE PAGE

The undersigned attests to their authority to submit this proposal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposers response pursuant to Request for Proposals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer understands that all information listed above may be checked by the TOWN and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the TOWN and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted by the Proposer on this ____ day of _____, 2017.

Company_____

Signature_____