

**CITY OF MARIANNA  
REQUEST FOR PROPOSALS  
FOR DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING**

Notice is hereby given that the City of Marianna, Florida is calling for and requesting proposals from qualified contractors with experience in disaster debris removal and disposal services as outlined in the request for proposals.

All proposals must be in writing and delivered by hand, Fed Ex, or mail to the City of Marianna, 2898 Green Street, Marianna, Florida 32446 and must be received by 2 p.m., central time, August 15, 2019. The submittals will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "RFP 2019-05: DISASTER DEBRIS REMOVAL, REDUCTION AND HAULING SERVICES." Please provide one (1) original, five (5) copies of the proposal, and one (1) CD with all the above information included (each document must be in an individual PDF format file). Specifications may be obtained from the City of Marianna Website ([www.mariannafl.city](http://www.mariannafl.city)), or by contacting Nikki Mayberry at [nmayberry@mariannafl.city](mailto:nmayberry@mariannafl.city). Proposals shall be firm for sixty (60) days.

The City of Marianna encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right to waive informalities in bids, to reject any or all bids with or without cause, and to accept the bid that in its judgment is in the best interest of the City.

By order of the City Manager of Marianna, Florida.

**CITY OF MARIANNA**  
**REQUEST FOR PROPOSALS**  
**DEBRIS REMOVAL, REDUCTION AND HAULING**

**RESPONDENT INSTRUCTIONS** *Some of the instructions below may not apply to all projects. The scope of work/specifications shall control any conflicting provisions.*

**INTRODUCTION**

The City of Marianna requests proposals from qualified contractors with experience in disaster debris removal and disposal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. This RFP is for Emergency Debris Road Clearance (Push), Debris Removal (including tree and limb removal) and Disaster Debris Management Sites (DDMS). All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.

This RFP includes a description of the scope of work, proposal instructions, and shall serve as the basis for the selection of two or more firms for the work which shall be done on behalf of the City. Subcontractors may only be teamed with one prime contractor as multiple contracts may be awarded for the work. It is anticipated that the Contractor(s) selected shall enter into an agreement for services with the City for a five (5) year contract term.

The awarded Contractor(s) will not be responsible for the preparation of the Federal Emergency Management Agency (FEMA) Project worksheets and submittals to Florida Division of Emergency Management (FDEM), FEMA and Federal Highway Administration (FHWA). The City or its Debris Monitoring Consultant will perform these tasks. The Contractor(s) are responsible to provide full support to City or its designated Disaster Debris Monitoring Consultant for the development and maintenance of documentation to support FEMA requirements for these projects.

**QUALIFICATIONS** Firms shall have previous disaster debris removal and reduction experience and be familiar with disaster debris removal eligibility criteria outlined by the Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), and other applicable local, state, and federal regulations.

**PROPOSAL DEADLINE/DELIVERY**

**SEALED PROPOSALS** for RFP 2019-05: Disaster Debris Removal and Disposal Services will be received at City of Marianna City Hall, 2898 Green Street, Marianna, Florida 32446 up until 2:00 PM (CST) August 15, 2019. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the City Clerk, no later than the Submittal deadline.

Special Accommodation: Any person requiring a special accommodation at a Submittal opening because of a disability should call the City Clerk at (850) 482-4353 at least five (5) workdays prior to the Submittal opening.

**SOLICITATION DOCUMENTS** Electronic versions of the solicitation documents are available via the City's website [www.mariannafl.city](http://www.mariannafl.city). Solicitation documents, and the City's Debris Management Plan, are also available at the City's Public Works Building, 2898 Green St, Marianna, FL 32446, and may be obtained at this address.

**POINT OF CONTACT** The City's Public Works Director will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any City Councilor, City Administrator, or City employee concerning this RFP until after award. Any such contact may result in disqualification.

**QUESTIONS** Proposers shall submit all questions, in writing, to the Public Works Department at [jrichey@mariannafl.city](mailto:jrichey@mariannafl.city). All questions shall be submitted no later than 7 days prior to the scheduled bid opening.

**ADDENDA** If any addenda are issued after the initial specifications are released, the City will post the addenda on the City website at: [www.mariannafl.city](http://www.mariannafl.city). It is the responsibility of the proposer prior to submission of any proposal to check the above website or contact the Public Works Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

**PROPOSAL FORM** To receive consideration, all Proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Proposal over the signature of the Respondent.

#### **WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 60 days after the date for opening and all Proposals shall be subject to acceptance by the City during this period.

**BASIS OF AWARD** Contracts will be awarded to lowest fully responsive and responsible bidders; provided however, that the City Council may award the contract to a bidder other than the lowest bidder should it find that that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder.

**RIGHT TO REJECT** In accordance with the City's Charter, the City reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

**EXECUTION OF AGREEMENT** The successful Respondent shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the City Manager all required contract documents. The awarded Respondent shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the City's Attorney before the successful Respondent may proceed with the work. The term of the contract shall commence upon execution by the City and continue in effect through August 31, 2024. Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

**PROPOSAL BOND**

Failure to furnish security in the proper form and amount, by the time set for receipt of proposals, shall be cause for rejection of the proposal.

The respondent shall furnish security in the form of a proposal bond. The security will be returned:

(a) To unsuccessful respondents after award or as soon as practicable after the opening of proposals; and

(b) To the successful respondent upon full and proper execution of contract documents by both parties and receipt by the City of all required bonds and all required insurance related documents, as required by the proposal as accepted.

The amount of the security shall be not less than \$100,000.

If the successful respondent, upon acceptance of its proposal by the City within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within ten (10) days after receipt of the forms by the respondent, the City may terminate the contract for default.

In the event the contract is terminated for default, the respondent is liable for any cost of acquiring the work that exceeds the amount of its proposal, and the proposal bond is available to offset the difference.

Such security shall be in a form and issued by a surety, financial institution, or other entity acceptable to the City.

**PERFORMANCE SECURITY (CONTRACT BOND)**

Contractor agrees to furnish to the City a performance/contract surety bond in the amount equal to one hundred ten percent (110%) each for the estimated value of the assigned

disaster related work within seventy-two (72) hours after written notice to proceed. Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable to City. City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. The Contractor shall obtain and deliver such additional security to the City within ten seventy-two (72) hours after receipt of the written request therefore.

**LICENSES** Contractor shall be properly licensed to perform work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their proposal. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period.

**REPRESENTATIONS** The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

**PUBLIC ENTITY CRIMES STATEMENT**

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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

**EMPLOYMENT ELIGIBILITY VERIFICATION** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of: 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department. By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

**HOLD HARMLESS AND INDEMNIFICATION**

a. The Contractor shall indemnify and hold harmless the City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment,

arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person.

b. The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **DUTY TO PAY DEFENSE COSTS AND EXPENSES**

a. The Contractor agrees to reimburse and pay on behalf of the City the cost of the City legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the City has prevailed.

b. The City shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**CONTRACT PRICE** Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

### **CANCELLATION**

The City may terminate any contract entered into as a result of this RFP at any time for cause and may also terminate this Contract with or without cause by giving at least thirty (30) days' prior written notice to Contractor. The Contractor may terminate any contract entered into as a result of this RFP at any time by giving at least ninety (90) days prior written notice to the City.

**PROTEST** A notice of protest must be submitted within three business days after posting on the City's website of the recommendation of award. The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City Clerk.

### **ACCESS TO RECORDS**

(1) The Contractor agrees to provide the City, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor acknowledges

that this duty to provide paperwork may arise up to 5 years following completion of the project and agrees to retain project paperwork for that time period.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

## **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The City is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. 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 City.

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in the City, all books of account, reports and records relating to this contract.

Questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at (850) 482-4353, [ichance@mariannafl.city](mailto:ichance@mariannafl.city) or 2898 Green Street, Marianna, Florida 32446.

### **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the City must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the City rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

**PROPOSAL REQUIREMENTS** Each Respondent's proposal shall include sufficient information to enable the City to evaluate the capability of the Respondent to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

Proposers should submit one (1) original clearly labeled "Original", five (5) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will not be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to City for a period of sixty (60) days after the opening.



Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

**1. Table of Contents (Tab 1)**

- a. Clearly identify all sections referenced below.
- b. Sections should be separately tabbed for ease of reference.

**2. General Information (Tab 2)**

- a. Respondent information
  - i. Name, address, phone, fax, email, Federal ID#, and website (if applicable)
  - ii. Date the Respondent was established under the name given.
  - iii. Type of ownership or legal structure of the Respondent. (Corporation, joint venture, partnership)
  - iv. Incorporation by the Secretary of State and any licenses required to perform work.
  - v. Brief history of the Respondent.
- b. Litigation, disputes, default, & liens Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five years prior to submission of the proposal.

**3. Approach and Understanding of the Project (Tab 3) – 30 points**

- a. The proposal should outline the ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris.
- b. The proposal should provide a detailed outline of how work will be accomplished

**4. Personnel (Tab 4) – 20 points**

- a. Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
  - i. Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
    - (1) Name and title
    - (2) Job assignment for other projects
    - (3) Percentage of time to be assigned full time to this project
    - (4) How many years with this Respondent
    - (5) How many years with other firms
    - (6) Experience
      - (a) Types of projects
      - (b) Size of projects
      - (c) What were the specific project involvements?
    - (7) Education
    - (8) Active registration(s) and certification(s). Provide evidence of all required licenses and certificates.
    - (9) Other experience and qualifications that are relevant to this project.

- b. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.
- c. List of consultants and subcontractors, if any
  - i. Name any consultants or subcontractors which are included as part of the proposed team. Describe the proposed role of any persons outside your firm and their related experience. List projects on which your firm has worked with the person/firm in the past.
  - ii. Provide all required licenses and certificates.
  - iii. Subcontractor(s) shall only be listed with one Respondent as multiple contracts may be awarded for work.

**5. Project History (Tab 5) – 20 points**

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

- a. List projects which best illustrate the experience of your firm and current staff which is being assigned to this project. List no more than 5 projects, and no projects which were completed more than 10 years ago
  - i. Name and location of the project
  - ii. The nature of the firm’s responsibility on the project
  - iii. Project owner’s representative’s name, address, and phone number
  - iv. Date project was completed or is anticipated to be completed
  - v. Size of project
  - vi. Cost of project
  - vii. Work for which the staff was responsible
  - viii. Present status of this project
  - ix. Change Order history showing dollar amounts and time extensions.
  - x. Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project.

**6. Management Plan (Tab 6) – 10 points** Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the types and amounts shown in Attachment 3. The plan should include items such as minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris from the City’s Disaster Debris Management Sites.

**7. Pricing (Tab 7) – 20 points**

The Respondent submitting the lowest total estimated project cost will receive the maximum points for the cost element of the evaluation. The other Respondents’ scores will be based on a relative percentage of the dollar amount higher than the lowest price. The Price points will be determined in accordance with the following formula:

Lowest Price - A

Proposer’s Price - B

Total Possible Points for Price - C

Points Earned by Proposer - D

$$\frac{A}{B} \times C = D$$

B

**8. Required Additional Forms (Tab 8)**

- a. Addendum Acknowledgement
- b. Anti-Collusion Clause
- c. Conflict of Interest
- d. Identical Tie Bids/Drug Free Workplace
- e. Waiver of Exemption of Meetings/Presentations
- f. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (See Attachment 2 for form)
- g. Certification Regarding Lobbying (See Attachment 2 for form)

## EVALUATION PROCESS AND CRITERIA

Representatives from the City's Departments will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

### Evaluation Committee

A. Evaluation Committee may consist of 3 or 5 members or the City Council. Initial scoring and final ranking may be determined by separate Evaluation Committees.

B. The City Manager or designee shall determine the Evaluation Committee(s) that will best serve the needs of the City.

C. Membership of all Evaluation Committees shall be approved by the City Manager or designee.

D. The Public Works Department will provide reasonable notice of all meetings, no less than 72 hours in advance of such scheduled meeting, excluding holidays and weekends, by posting a Notice of Evaluation Committee Meeting on the City website.

E. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.

F. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received by the City by the publicized submission time and date shall be evaluated.

G. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.

H. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless the City Manager, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

I. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.

J. Final Ranking. The Evaluation Committee or the City Council, as appropriate, shall use the ordinal process to rank the Respondents. The Respondents shall be listed in order of preference. The list of best-qualified Respondents shall be approved by the City Manager or Council, as appropriate, prior to beginning contract negotiations.

The City intends to negotiate contracts with the top ranked firms.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between City and respondents (except as expressly set out in this RFP).

City will make the selections primarily on the basis of the response to this RFP and any further information received from respondents, if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of City. City intends to award this project to the respondents considered by the City to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of City.

## **INSURANCE REQUIREMENTS**

### **1. LOSS CONTROL/SAFETY**

- a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.
- c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

### **2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the City, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

### **3. INSURANCE - BASIC COVERAGES REQUIRED**

- a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

**f. WORKERS' COMPENSATION COVERAGE**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the City an Affidavit stating that he meets all the requirements of Florida Statute 440. Worker's Compensation – Required limits: Coverage A – Coverage will include statutory requirements Coverage B – Employers Liability \$500,000 each Person \$500,000 each Person by Disease \$500,000 Policy Limit - Disease

**g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. Minimum limits of \$3,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

**h. GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

I. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the City of Marianna, 2898 Green Street, Marianna, Florida 32446. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor. The City shall be named as an Additional Insured for both General Liability and Business Auto Liability.

2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.

3. If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

**4. ADDITIONAL INSURANCE**

**The City requires the following additional types of insurance.**

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

**PROPOSAL FORM**

This proposal of \_\_\_\_\_, (“Firm”) organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the City of Marianna, Florida, (“City”). In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

---

Submitted By: \_\_\_\_\_

Name of Firm/Contractor Submitting This Bid

Bid Prepared By: \_\_\_\_\_

Name of Individual Who Prepared This Bid: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contractor’s License No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative of Firm/Contractor  
SEAL: *(If bid is by Corporation)*

\_\_\_\_\_  
Date



**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_ DATED  
ADDENDUM NO. \_\_\_\_\_ DATED  
ADDENDUM NO. \_\_\_\_\_ DATED  
ADDENDUM NO. \_\_\_\_\_ DATED  
ADDENDUM NO. \_\_\_\_\_ DATED

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 482-4129 or email [jrichey@mariannafl.city](mailto:jrichey@mariannafl.city) prior to submitting your Proposal to ensure that you have received addendums.**

## **ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any City Councilor(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm. Indicate either "yes" (a city employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

	YES	NO
NAME(S)		POSITION(S)
_____		
_____		
_____		
_____		
_____		
_____		

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## DRUG FREE WORKPLACE

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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees 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 an 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 the following:

(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The City encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

\_\_\_\_\_ Waive all requirements to keep such meetings and negotiations e x e m p t from public meeting laws.

\_\_\_\_\_ Maintain all requirements to keep such meetings and negotiations exempt from public meeting laws.

**INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM**

**PROPOSAL BOND**

BY THIS BOND, We, \_\_\_\_\_ as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Marianna, Florida, as City, in the sum of \$100,000.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the City a certain Proposal dated \_\_\_\_\_.

2. If said Proposal shall be rejected, or, if said Proposal shall be accepted and the Principal shall execute and deliver a Contract and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Proposal, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the City may accept such Proposal; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on \_\_\_\_\_.

**CORPORATE PRINCIPAL**

\_\_\_\_\_  
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Its: \_\_\_\_\_ Seal: \_\_\_\_\_

Acknowledged and subscribed on \_\_\_\_\_, before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the Corporation named as Principal and with due authorization of the Corporation.

\_\_\_\_\_  
Notary Public

**SURETY**

\_\_\_\_\_  
By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Countersigned: \_\_\_\_\_ Seal: \_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact, State of Florida

**PUBLIC CONSTRUCTION BOND**

Bond No. \_\_\_\_\_ (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Marianna, FL, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_,

between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. DATED ON \_\_\_\_\_, (Name of Principal) By (As Attorney in Fact) (Name of Surety) Disaster Debris Disposal and Removal Services 32 NOTICE OF CONTEST OF CLAIM AGAINST PAYMENT BOND To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated \_\_\_\_\_, and served on the undersigned on \_\_\_\_\_, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

DATED on \_\_\_\_\_, 201 \_\_\_\_\_.

Signed: (Contractor or Attorney) \_\_\_\_\_

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND  
(PROGRESS PAYMENT)

The undersigned, in consideration of the sum of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through \_\_\_\_\_(insert date) to \_\_\_\_\_(insert the name of your customer) on the job of \_\_\_\_\_(insert the name of the owner), for improvements to the following described project:

\_\_\_\_\_  
(description of project). This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

DATED ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Claimant)  
Print Name and Title:



WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to \_\_\_\_\_(insert the name of your customer) on the job of \_\_\_\_\_(insert the name of the owner), for improvements to the following described project:

\_\_\_\_\_  
(description of project).

DATED ON \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Claimant)  
Print Name and Title:

## **ATTACHMENT 1 SCOPE OF SERVICES SCOPE OF WORK**

The City of Marianna is requesting proposals from qualified and experienced contractors to assist the City with debris removal and recovery operations after a wind driven disaster or emergency situation. Duties shall generally include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provision of equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the City Manager or his designee. Initial response shall be deemed as having a Contractor's representative physically present at the Jackson County Emergency Operations Center within twelve (12) hours after notification of need, unless another timeframe or location is designated in the notice. Performance shall be deemed as the commencement of work as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause may be imposed.

All payments under the contract resulting from the Request for Proposal shall be made only for services requested and approved by the City. There shall be no retainer paid in order to keep the contract in effect.

The City seeks a company to provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: Hurricane, tornado or other wind driven severe weather disaster, or emergency.

The City will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific task orders to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.

The Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its work responsibilities for this project.

**DEBRIS REMOVAL MANAGEMENT** activities include, but are not limited to, furnishing all labor, materials and equipment to accomplish the following types of tasks:

- Clearing and/or removing debris from the public right-of-way, streets and roads or privately owned property as required to secure the public safety;
- Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with County approval) and dispose of event related debris;
- As directed, demolition and removal of condemned structures and buildings that pose a threat to public safety as a result of the event;

- Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
- Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
- Removal of sand and earthen materials from roads, streets and rights-of-way. Documentation Management and Support activities include, but are not limited to:
  - Working closely with City, County and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
  - Providing lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.

Additional support may include providing technical expertise, guidance and participation in the following areas:

- Damage assessment to include plan development, procedure development, staff training and staff augmentation;
- Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.

#### **MOBILIZATION - Emergency Debris Road Clearance**

The Contractor shall mobilize management staff to Jackson County within twelve (12) hours following notification of need.

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy-two (72) (plus or minus) hours after an Event and the Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

#### **MOBILIZATION - Debris Removal / DDMS Management**

The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within 72 hours following the day of the disaster. Debris Removal work within the City will be prioritized by the City.

#### **Debris Removal from Public Rights-of-Way**

As identified by and directed by the City, the Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated Disaster Debris Management Sites (DDMS) from public rights-of-way; and, shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

#### **Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)**

Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as reference above, the Contractor as identified by and directed by the City, will accomplish the demolition of structures and the

removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from the City the completed right of entry forms, hold harmless agreements, the nonduplication of benefits agreements, an address specific task order and the physical marking of each structure by the City. The Contractor will place all debris collected through this process in the public rights-of-way where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. The City feels that it is in the best interest of the health and safety of its citizens to provide this service.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, must include the entire effort required of the proposer to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

### **DEBRIS SEPARATION /REDUCTION AND DEBRIS MANAGEMENT SITES (DMS)**

The Contractor shall operate and manage the equipment necessary in reduction of all vegetative debris on the City's DMS sites. All actions will be implemented by the Contractor only with prior approvals from the City. Actions taken by the Contractor will include, but are not limited to the following:

- \* Provide the City a video record of the pre- and post-use conditions of the DMS.
- \* Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to implementation.
- \* Provide adequate fire protection/fighting equipment, including water truck and hoses, on site throughout the operational period of reduction and hauling.
- \* Comply with any applicable environmental requirements to include silt fencing, dust control, hazardous materials, and/or water retention berms.
- \* Confine hours of operation of the DMS to those determined by the City.
- \* Process debris by methods they may include, but not be limited to, reduction by grinding, or other alternative methods of reduction, such as compaction.

- \* Prior to reduction, segregate all debris between vegetative, construction and demolition debris, white goods, and hazardous waste.
- \* Develop and implement, with approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DS.
- \* Provide the City with proper and acceptable documentation (including destination, tickets, and volume/weight) for final disposal of debris.
- \* Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for site closure.

## **REPORTING AND DOCUMENTATION**

Contractor shall submit periodic written reports in a format required by the City documenting the progress of reduction and disposal. These reports may include, but are not limited to:

### **1. Daily Reports:**

Daily reports may detail the quantity of debris (by type) reduced and disposed of, the total number of personnel by job title engaged in debris management operations, and the number and type of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by debris operation and or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

### **2. Weekly Reports:**

A summary of all information contained in the daily reports shall be provided to the City within two days of the close of the week. That data making up the weekly summaries shall include: contractor, load ticket number, load date, load location (which DMS site), truck/yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, debris material category, daily and cumulative hours for each piece of machinery, daily and cumulative hours for personnel (by position if appropriate), volumes of debris handled. Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within five days.

### **3. Final Project Closeout:**

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in a spreadsheet. The Contractor shall provide a release of liens demonstrating that all subcontractors to the Contractor are fully paid. The contractual agreement will provide any other additional

information as necessary to adequately document the conduct of the debris management operations for the City. The City must approve final project reconciliation.

#### **4. Certification of Vehicles and Load Capacity:**

Contractor shall ensure that all equipment is certified in accordance with most current FEMA guidelines. After a disaster, the City, will begin the equipment certification at the established DMS sites. All Contractor and Sub-Contractor trucks shall have valid registrations, insurance, tarps, etc., as well as all-applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor and Sub-Contractor's records.

#### **5. Utilization of a Standardized Load Ticket:**

The Contractor and all Sub-Contractors will utilize a standard "load ticket" (format as provided by the City) for documenting each load debris from the DMS to the final disposal location as indicated.

#### **6. Report Maintenance:**

Contractor will be subject to audit by federal, state, and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than five (5) years from projects closeout.

#### **HAND LOADING**

The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by fifty percent (50%) because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY (40 CY\* 50%). In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY {[40 CY/2] \* 50%}. The maximum amount recorded for a hand loaded vehicle will be fifty percent (50%) of its measured capacity.

NOTE: ABOVE IS FOR PURPOSE OF EXAMPLE ONLY. Latest FEMA GUIDELINES SHALL APPLY

#### **SUBCONTRACTORS**

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.

The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. Subcontractor(s) shall only perform work for one firm.

In its proposal to the City, the Contractor will provide information as to what percentage of work described herein will be subcontracted.

### **COSTS FOR SCOPE OF WORK**

Measurement and Payment for Gathering, Pick-up and Hauling to DDMS; Processing of Debris from Public Rights-of-Way; Hauling of Debris from DDMS to Final Disposal Site

The Contractor will not be compensated for disposing of any material not defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of the City.

### **MODIFICATION OF WORK**

The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify the City of any estimated change in the completion date;
- Advise the City, in writing, if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by the City, the Contractor shall suspend work on any portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue a Contract Amendment or Change Order and the Contractor shall not commence work on any such

change until such written Amendment or Change Order has been issued and signed by each of the parties.

**RETAINAGE / COMPLETION OF WORK** The City shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of the City. Any repairs to private property shall include a signed release from the owner.

**FINAL PAYMENT**

It is anticipated that for a Category 3 (or less) hurricane that work shall be complete within sixty (60) days of initial Notice to Proceed. More severe storms are anticipated to take longer to complete.

In order for both parties herein to close their books and records, the Contractor will clearly state 'final invoice' on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the Contractor.

**STAFFING REQUIREMENTS – CONTRACTOR** The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of the City or have any contractual relationship with the City that has not been disclosed. The City will determine if a conflict exists & notify the parties accordingly.

All of the services required herein under shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). The City shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

**STAFFING REQUIREMENTS CITY** The City will provide a Storm Debris Removal Project Coordinator to act as Liaison between City staff, FEMA and Contractor. This person will



oversee the City's interest in the entire storm debris removal operation, and assure FEMA and contract compliance.

**MINIMUM LEVEL OF SERVICE**

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" in the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event.

**PERFORMANCE REMEDY NOTIFICATION** Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a Performance Remedy Notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in which to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety.

**LIQUIDATED DAMAGES** Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and not a penalty.

**MOST FAVORABLE PRICING**

By submitting a response to this Request for Proposal, the contractor guarantees the City that the prices reflected in this proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

## **ACCIDENT PREVENTION**

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, and City regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the proposer responsible for same.

## **GENERAL REQUIREMENTS**

### **OTHER CONSIDERATIONS**

Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the City.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.

The Contractor is not permitted to store equipment or trucks on public property without the approval of the City.

There shall be no overnight parking or camping on public property without the approval of the City.

The Contractor is encouraged to employ experienced and qualified local subcontractors.

**OTHER CONTRACTS** Other contracts may be issued for the purpose of removing disaster related debris within the City. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

**EQUIPMENT** The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or nonburnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators). All trucks and other

equipment must be in compliance with all applicable federal, state, and local rules and regulations.

Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City. Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The City reserves the right to refuse equipment that is demand unsafe or inadequate. All equipment used for hauling debris shall be measured and marked for its load capacity.

The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking. Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the City. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor 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 the Contractor mix debris hauled for others with debris hauled under this contract.

**LOAD TICKETS** A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Refer to attached sample:

At a minimum each ticket will contain the following information:

- City Debris Load Ticket (as a title)
- Contractor Name
- Ticket Number
- Load Site Location
- Date
- Load Site Zone
- Truck (Container) Number
- Capacity (Container)
- Total Debris Volume (Quantity)
- Dump Site Name (Location)
- Debris Classification (Vegetation, C&D, Mixed, Other)
- Comment Section
- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

A City Load Site Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five copies to the City Disposal Site Monitor at the dumpsite, The City will validate, retain one copy and give one copy to the driver, and three copies to the Contractor, (one copy for the sub-contractor and two copies for the prime contractor).

The Debris Removal Contractor will not be permitted to unload the debris at a DDMS/dump site without an approved Load Ticket that was supplied by their assigned monitor. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DDMS sites. The DDMS Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.

The Contractor shall keep a daily updated log, in each DDMS site inspection tower, of all loads received, including the total volume of debris in each load. The Contractor shall provide a copy of all daily log sheets at the end of each business day.

## **TRAFFIC CONTROL**

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. The Contractor must be qualified and provide the City with copies of certifications to conduct traffic control operations on roads.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

## **HAZARDOUS WASTE SPILLS – if applicable**

The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved. • Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications the Contractor has had with press, agencies, or Government officials other than the City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

## ATTACHMENT 2

### FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326 FOR DEBRIS REMOVAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**TERMINATION FOR CONVENIENCE** The City may terminate any awarded contract at any time for any reason by giving at least thirty (30) days notice in writing to the awarded bidder. If the contract is terminated by the City as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

#### **TERMINATION FOR CAUSE**

If the awarded bidder fails to comply with any of the terms and conditions of the awarded contract, the City may give notice, in writing, to the awarded bidder of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the awarded contract to be terminated. The awarded bidder will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the awarded bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded bidder is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the awarded bidder and the City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due the City from the awarded bidder is determined.

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

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **EQUAL OPPORTUNITY CLAUSES**

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **COMPLIANCE WITH DAVIS-BACON ACT**

(1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 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.

#### **COMPLIANCE WITH 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.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 AND 3704, AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)**

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed

by the contractor or subcontractor under any such contract or any Disaster Debris Disposal and Removal Services 53 Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

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).

### **ENERGY EFFICIENCY AND CONSERVATION ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Energy Policy and Conservation Act (42 U.S.C. 6201) and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

### **SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the Disaster Debris Disposal and Removal Services period of any contract that may arise

from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (AS AMENDED)**

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.

### ATTACHMENT 3

#### DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES PRICE SCHEDULE

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead, and profits.

<b>ELIGIBLE VEGETATIVE DEBRIS REMOVAL</b> Work consists of the collection of transportation of Eligible Vegetative Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		250,000	
16-30 miles		40,000	
31-60 miles		9,000	
61+ miles		1,000	
		300,000	

<b>ELIGIBLE C&amp;D DEBRIS REMOVAL</b> Work consists of the collection of transportation of Eligible C&D Debris on the ROW to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		5,000	
16-30 miles		45,000	
31-60 miles		45,000	
61+ miles		5,000	
		100,000	

<b>ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF NON-RACM STRUCTURES</b> Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		1,000	
16-30 miles		9,000	
31-60 miles		9,000	
61+ miles		1,000	
		20,000	

<b>ELIGIBLE DEMOLITION, REMOVAL, TRANSPORT AND DISPOSAL OF RACM STRUCTURES</b> Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		1,000	
16-30 miles		9,000	
31-60 miles		9,000	
61+ miles		1,000	
		20,000	

<b>DDMS SITE MANAGEMENT, OPERATIONS AND REDUCTION</b> Work consists of managing and operating DDMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Grinding		290,000	

<b>DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH AIR CURTAIN INCINERATORS</b> Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	Price per CY	Estimated Total Units	TOTAL
Vegetative Waste Only		5,000	

<b>DDMS SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS THROUGH CONTROLLED OPEN BURNING</b>	Price per CY	Estimated Total Units	TOTAL
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Work consists of managing and operating DDMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.			
Vegetative Waste Only		5,000	
<b>HAUL-OUT OF REDUCED ELIGIBLE DEBRIS TO A COUNTY DESIGNATED FINAL DISPOSAL SITE</b> Work consists of loading and transporting reduced Eligible disaster related debris from a City approved DDMS site to a City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
0-15 miles		7,500	
16-30 miles		30,000	
31-60 miles		30,000	
61+ miles		10,500	
		87,500	

<b>REMOVAL OF ELIGIBLE HAZARDOUS LEANING TREES AND HANGING LIMBS</b> Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services, Eligible Vegetative Debris Removal.	Price per Tree	Estimated Total Units	TOTAL
6 inch to 12 inch diameter		20	
13 inch to 24 inch diameter		50	
25 inch to 36 inch diameter		20	
37 inch to 48 inch diameter		10	
49 inch and larger diameter		5	
Hazardous Hanging Limb Removal less than 2 inches diameter		1,500	
		1605	

<b>REMOVAL OF ELIGIBLE HAZARDOUS STUMPS</b> Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DDMS site or City Final Disposal Site. Contractor to backfill all stump holes.	Price per Stump	Estimated Total Units	TOTAL
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25 inch to 36 inch diameter		8	
37 inch to 48 inch diameter		4	
49 inch and larger diameter		4	
		16	

<b>TRANSPORT &amp; DISPOSAL</b> Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	Price per CY	Price Per LB	TOTAL
Cost Per Pound		100	

<b>ELIGIBLE ROW WHITE GOODS DEBRIS REMOVAL</b> Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DDMS Site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated County approved DDMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	Price per Unit	Estimated Total Units	TOTAL
Refrigerators, freezers, and other items requiring refrigerant recovery and decontamination		50	
All other white goods		50	
		100	

<b>ELIGIBLE E-WASTE ITEM REMOVAL</b> Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the City.	Price per Unit	Estimated Total Units	TOTAL
Cost per unit		50	

<b>ELIGIBLE DEAD ANIMAL CARCASSES</b>	Price per Unit	Estimated Total Units	TOTAL
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Work consists of the recovery and disposal of dead animal carcasses.			
Small animals less than 100 pounds		95	
Large animals more than 101 pounds		5	
		100	

<b>WATERWAYS DEBRIS REMOVAL</b> Work consists of the removal, transportation and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DDMS site or City Designated Final Disposal Site.	Price per CY	Estimated Total Units	TOTAL
Cubic yard		800	

<b>SOIL/SAND/BEACH SCREENING</b> Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand pile, transportation of sand back to the City beach and shaping sand to final grade	Price per CY	Estimated Total Units	TOTAL
Cubic yard		100	