

**DUNNELLOON CITY COUNCIL
DUNNELLOON, FLORIDA**

**REQUEST FOR PROPOSALS
#RFP2018-02**

DUE DATE: Friday June 15, 2018, 2:00 pm



Request For Proposals, Specifications & Instructions

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Potential Proposers: Please read this packet completely before submitting a proposal. Incomplete proposal packet may result in automatic rejection of proposal

Dear Proposer:

The Dunnellon City Council is now accepting proposals for RFP#2018-02, Disaster Debris Removal and Disposal Services.

Instructions for preparation and submission of a proposal are combined in this package.

All proposals shall be sent to Dunnellon City Hall, Attention: Dawn Bowne, City Administrator, by mail or hand delivered to 20750 River Drive, Dunnellon, FL 34431.

Thank you for your interest in doing business with the City of Dunnellon.

Sincerely,

Dawn M. Bowne
City Administrator
dbowne@dunnellon.org

NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until **2:00 p.m. on Friday June 15, 2018** at Dunnellon City Hall, Attention: Dawn Bowne, City Administrator, by mail or hand delivered to 20750 River Drive, Dunnellon, FL 34431.

Disaster Debris Removal and Disposal Services

Proposals will be opened and reviewed in accordance with the Proposal Opening and Review Procedures contained in the Request for Proposals for the Disaster Debris Removal and Disposal Services.

Proposals will be opened at 2:15 P.M., or as soon thereafter as possible, on Friday June 15, 2018 at Dunnellon City Hall, 20750 River Drive, Dunnellon, FL 34431 in the presence of the City Clerk, staff and all other interested persons.

The opened proposals will be read aloud in part, examined for conformance to specifications, tabulated, and preserved in the custody of the City Administrator. The City Administrator will present recommendations to the Dunnellon City Council as soon thereafter as possible.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope CLEARLY MARKED **“RFP#2018-02 Disaster Debris Removal and Disposal Services”** to be received until 2:00 p.m. on Friday, June 15, 2018. The City of Dunnellon is NOT responsible for lost, late or undelivered proposals. It is the sole responsibility of the proposer to ensure delivery of its package.

During the proposal process, except as otherwise provided herein, all prospective proposers are hereby prohibited from contacting (i) any member of the Dunnellon City Council, the City Administrator or any City employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the City Administrator or any City employee or agent regarding the solicitation in any respect during the evaluation period. For information concerning procedures for responding to this Request for Proposals, contact the Office of the City Administrator, **by email only** to Dawn Bowne at dbowne@dunnellon.org.

The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response(s) that, in its judgment, will be in the best interest of the City of Dunnellon. Proposals in which the prices are obviously unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE CITY WEBSITE

AT: <http://www.dunnellon.org/bids.aspx> NO OTHER NOTICE WILL BE POSTED.

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

-----END OF NOTICE-----

**REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
ADVERTISEMENTS SCHEDULE**

City Website for publication on:	Wednesday May 23, 2018
Riverland News For publication on:	Thursday May 24, 2018
Citrus County Chronicle For publication on:	Thursday May 24, 2018
Ocala Star Banner For publication on:	Friday May 25, 2018

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
GENERAL INSTRUCTIONS

1. **Definitions.** When used in this Request for Proposal, the following terms will have the meanings as set forth in this section:

“Administrator” shall mean the City Administrator

“Bidder” or “proposer” shall mean an entity that submits a proposal in response to this RFP.

“City” shall mean the City of Dunnellon.

“Council” shall mean the Dunnellon City Council.

“Contract” shall mean any contract or agreement entered into between the City and a proposer to provide the services requested in this RFP. *(The form Agreement to be entered into between a proposer and the City to provide the services requested in this RFP is included in this RFP.)*

“Contractor” shall mean a successful proposer selected by the City to enter into a Contract with the City.

“COR” shall mean contracting officer or City representative.

“County” shall mean Marion County, Florida.

“Proposal” or “response” or “bid” shall mean a proposal submitted by a proposer in response to this RFP using the Proposal Forms included in this RFP.

“RFP” shall mean this Request for Proposals for Disaster Debris Removal and Disposal Services.

2. **Delivery and Receipt of Proposals:** All sealed proposals submitted shall be received by the City at 20750 River Drive, Dunnellon, Florida 34431.

One (1) original, five (5) copies and one (1) electronic copy of a proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and all forms and proposal information required by the RFP shall be included with any proposal submitted.

The words “**RFP#2018-02 Disaster Debris Removal and Disposal Services**” shall be clearly marked on the front and back of the envelope containing a proposal.

3. **Due Date and Opening Date:** Proposals will be received by mail or in person until 2:00 p.m. on Friday, June 15, 2018 and will be opened on Friday, June 15, 2018 at 2:15 p.m. or soon thereafter, in the Dunnellon City Council Chamber, 20750 River Drive, Dunnellon, FL 34431. Proposals will be reviewed by the Administrator as soon thereafter as possible.
- A. All proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted by hand delivery after the time and date specified.
 - C. Proposals received by mail WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances and will be returned unopened.
 - D. No emailed proposals will be accepted.

4. **Withdrawal of Proposal:** Proposals may be withdrawn by a written request sent by email, hand delivery, U.S. mail or courier delivery, or fax by the proposer and received by the City before the date and time for receiving proposals has expired. Email address for sending any such request is dbowne@dunnellon.org; postal address for sending any such request is 20750 River Drive, Dunnellon, FL 34434; fax number and information for faxing any such request is Attention: Dawn Bowne, (352) 465-8505. Negligence on the part of a proposer in preparing a proposal is not grounds for withdrawal or modification of a proposal after such proposal has been opened by the City. A proposer may not withdraw or modify its proposal after the appointed date for opening proposals. Proposers may not assign or otherwise transfer their proposals.
5. **Inquiries/Questions:** Any questions regarding this RFP must be in writing and **sent via email only** and directed to **Dawn Bowne** at dbowne@dunnellon.org. Written inquiries/questions must be received by **12pm on Friday, June 8, 2018**. The City will make its best effort to distribute responses to questions, clarifications and addenda to potential proposers by email. However, it is the responsibility of interested proposers to verify if any addenda or additional information has been issued prior to submitting a proposal.
6. **No Contact Period:** During the RFP and review and selection processes, all prospective proposers are hereby prohibited from contacting (1) any member of the Council, the City Administrator or any City employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the City Administrator or any City employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any proposal submitted by the violator. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the contact person(s) designated in this RFP to receive inquiries regarding the RFP, notices of withdrawal of a proposal, or other notices required by this RFP or to formal presentations by finalists to the City Council or to the City's evaluation committee, if any.
7. **Small and Minority Business/Women's Business Enterprise and Labor Surplus Area Firm Contracting:** In compliance with 2 CFR 200.321, the City Council encourages small and minority firms, women's business enterprises and labor surplus area firms to submit proposals. When "prime" vendors use subcontractors or teaming partners they must ensure that they adhere to 2 CFR 200.321 and encourage the use of small and minority firms, women's business enterprises and labor surplus area firms. If subcontractor or teaming partners will be utilized in services provided under the Contract, a Contractor/prime vendor must provide documentation of their attempt(s) to comply with the requirements of 2 CFR 200.321 when submitting a response to this RFP.
8. **Award:** Review of proposals shall be performed in accordance with the Proposal Opening and Review Procedures contained in this RFP and all other applicable provisions of this RFP. A Contract will be awarded to the responsible proposer(s) submitting proposals determined to provide the best value to the City with Contractor integrity, compliance with public policy, record of past performance, financial and technical resources, price and other applicable factors considered. The Contract shall be in the form of the form Agreement included in this RFP. The City reserves the right to award Contracts to multiple proposers. The City reserves the right to request any additional information from a proposer after proposal opening and

before award of a Contract as may be necessary to assist in review and evaluation of any proposal prior to submittal of a recommendation for award of any Contract to the Council.

9. **Waiver of Formalities/Rejection of Proposals:** The City reserves the right to waive informalities in any proposal, to reject any or all proposals with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the RFP, any proposal or the submittal of any proposal. The City reserves the right to make award either in part or completely, and/or to accept the proposal(s) that, in its judgment, will be in the best interest of the City. Proposals in which the prices obviously are unbalanced will be rejected. The City reserves the right to reject any and all proposals and to re-advertise for all or any part of this solicitation as deemed in its best interest.
10. **Cancellation of RFP:** The City reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
11. **No Proposal:** Each company not intending to respond to this RFP should reply with a written "No Proposal Statement". Such action will maintain the company on the appropriate active solicitation list, if such list is developed or maintained by the City.
12. **Proposal Errors:** Where proposal forms have erasures or corrections, each erasure or correction must be initialed in ink by the proposer. In case of unit price cost proposal items, if an error is committed in the extension of an item, the unit price as shown in the proposal will govern. Errors between any sum computed by the proposer and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
13. **Deviations:** Proposers are hereby advised the City will only consider proposals that meet the specifications and other requirements imposed upon them by this RFP. A proposer shall use the forms provided to submit its proposal. The proposal forms shall not be altered or additional provisions, deviations or conditions added. A proposal may be rejected in the event there are any material alterations of the proposal forms provided or any additional provisions, deviations or conditions added to the proposal forms in recognition of the fact that said proposal does not meet the exact requirements imposed upon the proposer by the RFP.
14. **Protests:** Any proposer may protest the terms, conditions and specifications of this RFP or a recommended award resulting from this RFP pursuant to the provisions of Article IX, Section 2-385, City of Dunnellon Code.
15. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a), Florida Statutes, 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 for a contract to provide any goods or services to a public entity, may not submit a bid for a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal, a proposer attests that they have not been placed on the “Convicted Vendor List”.

16. **Debarment:** By submitting a proposal, the proposer certifies that it is not currently debarred from submitting bids or proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids or proposals for contracts issued by any subdivision or agency of the State of Florida. In addition, the proposer certifies that it is not debarred, suspended or ineligible for participation in federal programs or activities as referenced in 2 CFR 200.213.
17. **Laws and Regulations:** A proposer shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The proposer shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable federal and state laws, City of Dunnellon and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of a work order shall apply to the entire work order and Contract.
18. **Copyright Restrictions:** Neither the City of Dunnellon seal nor the logo may be used or provided to non-City government users for use on company proposals, presentations, or other materials.
19. **Indemnification:** A Contractor shall indemnify and hold harmless the City, and its officers, agents, employees, and volunteers, from any and all claims, liabilities, damages, losses, expense and costs, including, but not limited to, reasonable costs, attorney fees, collection expenses, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of the Contractor, its officers, agents, employees, subcontractors or volunteers, or other persons employed or utilized by the Contractor in the performance or non-performance of its obligations under the Contract. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract. Compliance with any insurance requirements required elsewhere in this Contract shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section. The provisions of section 768.28, Florida Statutes, applicable to the City apply in full to this Contract and nothing herein shall be construed to extend the City’s liability beyond that provided in section 768.28, Florida Statutes. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The City shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

20. **Insurance Requirements:** Prior to commencement of services on any work order under the Contract, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract, insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming City of Dunnellon, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the City, if requested by the City, with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A proposer shall provide proof of, or proof of the ability to acquire, and a Contractor shall comply with the provisions of this section, for the types and limits of insurance as follows:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000

- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/
property damage, with minimum limits for all
additional coverages as required by Florida law \$1,000,000

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000

b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000
d. Professional Liability when required by Contract-per occurrence	\$ 1,000,000

21. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for work orders below the Simplified Acquisition Threshold set forth in 2 CFR 200.88 and other related federal regulations. Prior to commencement of a work order that may exceed such Simplified Acquisition Threshold; a Contractor shall file a 100% Performance and Payment Bond (using the form set out at the end of these General Instructions). The recorded Performance and Payment Bonds shall be provided to the City at 20750 River Drive, Dunnellon, Florida 34431, prior to the commencement of any services. Performance and Payment Bonds must be increased in accordance with any change order increases on a work order, or with each work order, as the case may be.
22. **Proposal Preparation Costs:** By submission of a proposal, a proposer agrees that all costs associated with the preparation of his/her/its proposal will be the sole responsibility of the proposer and shall not be borne by the City. The proposer also agrees that the City bears no responsibility for any costs associated with the preparation of his/her/its proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
23. **Contractor Qualifications and Requirements:** At the time of proposal opening, a proposer must be licensed, certified or registered for the services to be performed as may be required by any federal, state, or local statutes, laws, rules or regulations. A proposer must submit evidence of his/her/its current state, federal or local licenses, certifications or registrations, as applicable, prior to award of this RFP.

The following licensing requirements shall apply when the applicable Florida Statutes mandates specific licensing for contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
 - b. Said licenses shall be in the proposer's name as it appears on the Proposal Form. Proposer shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the City. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the proposal and/or termination of the Contract.
 - c. Subcontractors contracted by a Contractor acting as the prime contractor shall be licensed, certified or registered in their respective fields as may be required by federal, state, or local statutes, laws, rules or regulations. Said licenses, certifications or registrations must be in the name of the subcontractor.
24. **References/Review.** The City shall have the right to review the references, experience of assigned personnel, and qualifications of a proposer in order to make the final determination

of acceptability of the proposer to be awarded a Contract and perform services under a work order.

The City may reject, at its sole discretion, any proposer/proposal the City finds to lack honesty, integrity, or moral responsibility, or any the proposal of any proposer whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The City's finding(s) may be based on any of the following factors: the disclosures required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any proposer/proposal failing to make any disclosure required herein. By submitting a proposal, a proposer recognizes and accepts that the City may reject any proposal at its sole discretion and the proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal or resulting directly or indirectly from the rejection of its proposal based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

25. **Subcontractors:** The City reserves the right to approve all subcontractors for this Contract. If subcontractors are to be utilized, their names and references must be included by providing a list of names, addresses and contact information for each of such subcontractors with the proposal. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of any work order, subcontractors may be added or modified during the Contract period only with prior written permission from the City, and only for reasonable cause, as judged by the City.

26. Interpretation of RFP: No interpretation of the meaning of this RFP, plans, specifications, or any of the RFP or Contract documents will be made to any proposer or requester orally. Every request for interpretation should be in writing addressed to the City as provided in section 4 of these General Instructions. To be given consideration, such requests must be received no later than 12:00 p.m. on June 8, 2018.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the RFP and Contract documents, and receipt must be acknowledged on the Proposal Form, or by completion of the applicable information on the Addendum and submitting it with the proposal. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the City's sole discretion.

27. **Execution of Contract and Notice to Proceed:** The awarded Bidder will be required to sign a written Contract in the form of the Agreement included in this RFP. Said Contract will evidence in written form the agreement between the parties and shall include, at a minimum, all provisions of this RFP, and the content of any proposal and any presentation provided by the proposer. In the event of any conflict between the provisions of the written Contract, this RFP, and any proposal or presentation provided by a proposer, the priority of the documents shall be in the order set forth in this sentence.

28. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All

proposers must disclose in the Conflict of Interest Disclosure Statement, any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP, including but not limited to all conflicts contemplated by 2 CFR 200.318(c)(1), with their proposals, including the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches or subsidiaries, and all other information required in the Conflict of Interest Disclosure Statement.

29. **Selection:** The Contractors will be selected pursuant to the procedures set out in the Proposal Opening and Review Procedures and all other applicable provisions of this RFP. Contractor selection will be based on responsiveness, responsibility, best value to the City, ability to perform services required under the Contract, with consideration to Contractor integrity, compliance with public policy, record of past performance, financial and technical resources and price.

Payments under Contract: All invoices for services provided under the Contract and all payments made there under shall be made in accordance with the Local Government Prompt Payment Act set forth in sections 218.70 through 218.79, Florida Statutes. Progress payments may be requested once monthly. A certificate of partial payment must accompany all partial pay requests. A final pay request must be accompanied by a certificate of final payment, consent of final payment from the surety, and release of liens from all subcontractors and vendors. All pay requests must be submitted on a pay request form approved by the City.

30. **Presentations:** At the discretion of the City Council, proposers may be requested to make oral presentations as part of the evaluation process.
31. **Piggybacking:** It is understood and agreed by the City and any Contractor that any local governmental entity in the State of Florida may purchase the materials and services specified herein in accordance with the prices submitted by the Contractor response to this RFP. It is also understood and agreed that each local entity will establish its own contract with any such Contractor, place its own orders, be invoiced therefrom and make its own payments to such Contractor in accordance with the terms of the contract established between the local governmental entity and such Contractor. It is also hereby mutually understood and agreed that the City is not a legally bound party to any contractual agreement made between a Contractor and any local government entity other than City of Dunnellon, and City assumes no responsibility for any claims arising from such contractual agreement between a Contractor and any local government entity. The City also makes no representations to a proposer, a Contractor, or any entity, that the provisions of this RFP meet the qualifications for any Contractor or other such entity to be paid or reimbursed by a federal, state or local government entity for services rendered or expenses incurred as a result of any contractual agreement arising from the piggybacking allowed pursuant to this section.

Performance and Payment BOND Form

Bond No. _____ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, 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 _____, 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 _____)

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
QUALIFICATIONS FOR AWARD AND
ADDITIONAL CONTRACT PROVISIONS

The services being sought pursuant to this RFP shall include but are not limited to: All elements of the Scope of Work and Specifications contained in this RFP, generally described as large-scale debris removal, separation, staging and disposal, tree trimming, grubbing, clearing and reduction, stump grinding and removal, and additional services described herein.

The Contractor shall also be able to provide for: debris management and coordination of cleanup, removal and disposal from public streets, roads, rights of way and other publicly owned property; management and operation of City designated public or private debris reduction sites to accept, process, separate, reduce, incinerate and dispose of disaster related debris using the latest acceptable state of the art techniques and methods.

The Contractor shall have a full understanding of and operate in compliance with the most current procedures, regulations and documentation requirements of the Federal Emergency Management Administration (FEMA) as well as the State of Florida and City of Dunnellon, as applicable to debris removal and disposal.

The Contract shall not be considered exclusive and the City retains the right to obtain similar services from additional Contractors, including in the event of non-performance by the Contractor. The Contractor may be called upon throughout the year to render services to assist the City with special needs and events such as hurricane, tornado or other similar emergency events.

The Contractor shall also be able to provide administrative support for contracted operations, on-site management staff to work with City officials, and field supervisors, operators, drivers, laborers, along with appropriate vehicles, equipment and hand tools to ensure a successful recovery operation.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this RFP by City of Dunnellon.

The City, at its sole discretion, may expand the scope of work to include additional requirements. Work will be awarded on a project-by-project basis through the issuance of a work order by the City, which may include any or all of the above services or services not specifically mentioned but directly related to the specific discipline. Contractors may hire sub-contractors to be used for portions of the required services; however, the primary Contractor must be responsible for all of the work performed.

QUALIFICATIONS

All proposers must be experienced in providing the services similar to those outlined in this RFP. All proposers must have a demonstrated comprehensive understanding in areas listed in this RFP. Understanding and previous experience are essential criteria in the qualifying process.

A proposer's personnel and management to be utilized in providing services under any Contract shall be knowledgeable in their area of expertise. The City reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of services under any Contract. The City also reserves the right to inspect a proposer's facilities and equipment to qualify the proposer's claims.

The City reserves the right to investigate, as it deems necessary to determine the ability of any proposer to perform the work or services requested. Any proposer shall provide information the City deems necessary in order to make a determination upon request by the City.

COMMENCEMENT

The City will enter into a Contract with each Contractor selected pursuant to this RFP, using the form Agreement included in this RFP. Each Contract shall contain all the provisions of this RFP, all elements of the proposal submitted by the applicable Contractor, and any other additional terms negotiated by the parties.

Services under the Contract shall be provided based on issuance by the City to the Contractor of a work order each time the need for services arises. A work order and any subsequent notice to reduce resources and to end work under that work order may be issued by the City Administrator or his/her designee. Such work orders shall provide the parameters of the services required for the particular event or other matter pursuant to which the City requires such services. A Contractor issued a work order shall immediately execute and return an executed work order to the City upon that Contractor's acceptance of the work order and commitment to perform the services. If a Contractor cannot or will not perform the services described in the work order, it shall provide immediate notice of such circumstance to the City. When such notice is provided to the City, the City is authorized to immediately assign or contract for those services without violating or breaching any provision of this RFP or the Contract. Any Contractor executing and returning a work order shall also immediately provide all additional documentation as set out in this RFP upon its execution of a work order. A Contractor will be expected to provide any performance and payment bond (as required) and to be substantially mobilized within 24 hours of receiving a work order from the City.

If subject to, and if required under the then-applicable provisions of 2 CFR Chapter I or Chapter II, Part 200, prior to the issuance of any work order, the City shall prepare a cost analysis for the applicable services to be provided under the work order, in the event the preliminary estimates of such services are expected to exceed the Simplified Acquisition Threshold set by 2 CFR 200.88 and related federal regulations. In addition, for any work order that is based on time and materials (as determined by the City to be the only suitable method of compensation for such work order), the ceiling price for the services under that work order shall be One Million Five Hundred Thousand Dollars (\$1,500,000) regardless of the size of the event initiating the need for the services under the work order, which ceiling price shall be exceeded solely at the Contractor's risk.

TERM OF CONTRACT

The term of any Contract entered into pursuant to this RFP shall be for five (5) years from date of award with two (2) additional one year renewal options, unless terminated under the

provisions of Termination/Cancellation. The renewal options may be exercised by letter agreement. The City Administrator or his/her designee shall have the authority to approve any renewal option on behalf of the City.

Should any active individual work order extend beyond the termination date of the base Contract, the term of said work order shall be extended until the services under the work order have been satisfactorily and successfully completed by the Contractor and accepted by the City. The City Administrator or his/her designee shall have the authority to approve any such extension of a work order on behalf of the City.

PRICING

Prices must be FIRM for five (5) years. NO increases are permitted during the first five (5) years. Price increase may be considered once per year prior to each renewal option. A request for price increase shall be submitted by a Contractor ninety (90) days prior to the beginning of a renewal term. Any request for price increase must be substantiated by providing proof of cost increase to the Contractor in such areas as cost of equipment, labor, fuel, and must be substantiated by independent indices such as the Consumer Price Index (CPI) or Diesel Fuel Price Index. Changes in governmental regulation which impact the price may also be considered.

PAYMENTS

Progress payments may be requested once monthly. A certificate of partial payment must accompany all partial pay requests. A final pay request must be accompanied by a certificate of final payment, consent of final payment from the surety, and release of liens from all subcontractors and vendors. All pay requests must be submitted on a pay request form approved by the City. All invoices/pay requests and payments therefor shall comply with and be made pursuant to the applicable provisions of the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Fla. Stat.

TERMINATION/CANCELLATION

The Contract may be cancelled by either party, with or without cause, upon sixty (60) days written notice.

Unless the Contractor is in breach of the Contract, the Contractor shall be paid for services rendered to the City's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City the Contractor shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

EVALUATION OF PROPOSALS

The City Council intends to select Contractor(s) that demonstrate, in the City's opinion, the highest degree of compliance with the criteria contained in this RFP who provide the best value

to the City, with price, technical and other applicable factors as set out in this RFP considered. The City reserves the right to investigate, as it deems necessary to determine the ability of any Contractor to perform the work or services requested. The Contractors upon request shall provide information the City deems necessary in order to make a determination.

Contracts will be awarded based on the above-mentioned criteria and on the direct total costs contained in items 1-23 in the cost proposal submitted by a proposer.

SUBMITTALS

A proposer desiring to provide the required services as requested should apply by submitting one (1) Original, five (5) copies and one (1) electronic copy of a letter of interest and proposal package containing the following information and documentation:

1. Introduction providing (a) proposer information include name, address, phone number, email contact information, website, and identity and title of individual(s) authorized to bind the proposer; (b) company background information and profile; (c) list of references (five - within the last three years): name, title, address, phone number and relationship to the projects; (d) names and qualifications of sub-contractors and list of owned equipment.
2. Team Organization Chart, with summary resumes of key personnel who would be assigned to the projects defined in the scope of work; and the name, title, phone number, fax number, e-mail address, and street address of the person in the proposer's organization who will respond to questions about the proposal.
3. Recent related work experience (a) type of services performed, and estimated costs of recent project, (b) permitting/agency coordination experience.
4. Nature and extent of private sector work currently performed by the proposer in Marion County or anticipated within the next 12 months.
5. Ability to coordinate with City governmental agencies and administration.
6. Completed attached Proposal Forms (Time and Material Rate Form, Cost Proposal, Proposer Information, Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Non-Collusion Affidavit, Ethics Clause, Conflict of Interest Disclosure Statement, Drug Free Workplace Form, Reference Form, Subcontractors Form).
7. Equipment: Provide a list of all owned equipment (not rental) and provide hourly fee schedule for same. Be sure to include operator cost.
8. Proposal outlining how proposer will accomplish final debris disposal in the most efficient and effective manner possible.

In addition to the above, proposers shall submit:

- (a) Proof of Liability Insurance and its limits (or proof of ability to acquire such insurance at time of Contract), W-9, Debarment information.
- (b) List all equipment, including computer hardware and software, available for use on assigned work orders.
- (c) Whether proposer qualifies as a small or minority business or women's business enterprise, or labor surplus firm.
- (d) Any additional information deemed pertinent.

If a proposer proposes to subcontract or otherwise engage the services of a third party for services under a Contract, this must be disclosed in the response to the RFP. In addition, if a proposer proposes to subcontract or otherwise engage the services of a third party, the proposer shall provide information on the methods it will use to assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
SCOPE OF WORK AND SPECIFICATIONS

The scope of work and specifications for this RFP shall be as follows (see section 4 for definition of terminology used in this Scope of Work and Specifications):

1.0 GENERAL.

1.1. The purpose of a Contract awarded pursuant to this RFP is to remove, reduce and dispose of all hurricane or storm generated debris from City rights-of-way (ROW) and public property within the City of Dunnellon. The Contract is to cover handling, processing and disposal of vegetative, white goods and construction and demolition (C&D) debris from curbside to final disposal.

12 City will consider a proposer's past performance in determining which proposers to award Contracts. The City in its sole judgment may exclude any proposer City determines to have demonstrated unsatisfactory past performance. Such determination will be based on relevant factors including but not limited to a proposer's performance on previous projects and whether a proposer has ever been suspended by a governmental body from bidding eligibility.

13 City will also consider a proposer's proven financial responsibility to determine the proposer's ability to perform the Contract services. A Contractor may be required to post payment and performance bonds based on size of event. A Contractor must be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds.

2.0 SERVICES.

2.1 The Contractor shall provide for debris removal and disposal of all eligible debris from the City ROW and public property. The quantities for this scope of work are unknown and may vary greatly, depending on the event initiating the need for the issuance of a work order to a Contractor.

2.2 Vegetative debris shall be taken to an approved Temporary Debris Storage and Reduction Site (TDSRS) indicated on the attached maps. All necessary permits shall be obtained by the Contractor. Contractor shall be responsible for returning the TDSRS(s) to near original conditions, upon completion of reduction activities.

2.3 The Contractor may provide alternative TDSRS(s) for vegetative debris at his/her/its own expense. The Contractor shall provide hold harmless agreements in favor of City of Dunnellon, the State of Florida, and all agencies of the federal government. Environmental baseline testing must be completed, at the expense of the Contractor, before any debris is placed at a site. All necessary environmental permits must be obtained by the Contractor.

2.4 C&D debris shall be taken to a landfill appropriately permitted for the material.

- 2.5 Haul and Dispose. This work shall consist of clearing, separating, and removing any and all storm generated debris from the ROW of streets and roads and eligible public property. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable, and or recyclable; 2) loading and sorting the debris; 3) hauling the eligible debris to an approved dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this Contract. The COR shall be immediately notified of any ineligible debris placed at the right of way for collection. The Contractor shall make passes as directed by the COR with a minimum of seven days to include a weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the COR. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this Contract.
- 2.6 Contractors shall note that a portion of the project will occur in residential areas. Contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of the work order governing the applicable services being provided.
- 2.7 The Contractor shall use equipment and perform work in a manner to prevent damages to infrastructure facilities and adjacent ROWs, including all landscaped areas. No tracked equipment shall be allowed in residential areas unless approved by the COR. All loading equipment shall be required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris.
- 2.8 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- 2.9 The City reserves the right to inspect any site, verify quantities and review operations at any time.
- 2.10 All work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.
- 2.11 Debris may be reduced by mechanical means using chippers, grinders or shredders if approved by the COR. The storage area and processing area for the debris reduction operation shall be designated by the COR based upon the site opportunities and constraints. The size of the debris pile allowed at the designated location shall be specified prior to the start of debris reduction.
- 2.12 Debris reduction by burning. Debris may be reduced by incineration using air curtain

incinerators as specified by the COR. The Contractor shall be responsible for compliance with applicable regulations and all costs associated with the final disposal of non-burnable debris and ash residue. Disposal of non-burnable debris and ash residue shall be made in accordance with current State, Federal and local regulations.

- 2.13 Hazardous Waste (HW). Hazardous materials, toxic materials or waste such as petroleum products, paint products, asbestos, electrical transformers, tires and known or suspected hazardous materials shall be removed by entities other than the Contractor. Hazardous debris removal is not the responsibility of the Contractor. The Contractor shall notify the COR of the need for any hazardous debris removal of which the Contractor becomes aware.
- 2.14 White Goods: Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of eligible white goods from the ROW, removal of refrigerants, transportation to a City approved debris management site, decontamination (of food containing items) and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- 2.15 Leaners and hangers are NOT part of this Contract.
- 3.0 **LOAD TICKETS.**
- 3.1 For those events which the City utilizes the services of a debris monitoring service, an automated debris tracking system will be utilized. For all other events, load tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets with control numbers will be issued by the Contractor to each COR monitor.
- 3.2 Each ticket shall contain the following information:
1. Ticket Number
 2. Contract Number
 3. Date
 4. Contractor Name
 5. Truck or Roll-off Number
 6. Truck Capacity
 7. Point of Debris Collection and applicable county / municipality
 8. Loading Departure Time
 9. Dump Arrival Time
 10. Percent of Load
 11. Actual Debris Volume
 12. Debris Eligibility (Y/N)

- 3.3 A minimum four-part load ticket shall be issued by a COR monitor prior to transport of the debris from the loading site (or upon arriving at the dumpsite). The entire four-part load ticket is given to the Contractor's vehicle operator. Upon arrival at the dumpsite, the vehicle operator shall give the entire four-part load ticket to the COR monitor. The COR monitor shall verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage, the COR monitor will calculate the actual cubic yardage of the load, to the nearest .10 yard. The COR monitor will document his data on the load ticket. The COR monitor will detach one copy of the load ticket and give that one copy to the vehicle operator. One copy is then given to the Contractor, one copy is given to FEMA and the original is kept by the COR. The load tickets shall be submitted by the COR with the daily report.
- 4.0 TERMINOLOGY
- 4.1 Brush and tree parts – all the portions of trees, to include the root-ball, that have been placed in the right-of-way.
- 4.2 Burnable debris – Includes, but is not limited to, damaged and disturbed trees; bushes; shrubs; broken, partially broken and severed tree limbs, and brush.
- 4.3 Construction and Demolition debris or C&D debris – Waste material that is generated in the construction, renovation or demolition of structures. Includes structures of all types (residential and non-residential) and roads and bridges. Includes, but is not limited to, concrete, asphalt, wood, metal, gypsum, wallboard and roofing.
- 4.4 Contractor – The individual, firm, partnership, joint venture, corporation, association or other legal entity performing emergency debris clearance, removal and disposal services under this Contract.
- 4.5 Contracting officer, City representative, or COR – Designated City officials in charge of coordinating debris clearance, removal and disposal operations will be the City Administrator and/or his/her Designees, and the Supervisor of the City Road Department and/or his/her Designees.
- 4.6 Eligible debris – Debris that is within the scope of this Contract, generally falling into one of two classifications: burnable, non-burnable. Note that certain items such as tires and HHW are not eligible debris.
- 4.7 Hangers – Limbs, branched, etc., that are damaged/broken but not severed from the main plant.
- 4.8 Household hazardous waste or HHW – Includes, but is not limited to, the following: home, lawn and garden chemicals used for pest, insect and weed control; automotive fluids such as fuel, windshield wiper fluid, antifreeze, brake fluid, transmission fluid; oil-based products such as gasoline additives, gear oil, car batteries, swimming pool additives, heating oil; flammable liquids such as cleaning solvents, kerosene, turpentine, mineral spirits, floor strippers; and instruments containing mercury such as thermometers, thermostats, barometers, and photo chemicals.

- 4.9 Non-burnable debris – Includes, but is not limited to, timber; plastic; glass; rubber products; metal products; sheetrock; cloth items; non-wood building materials; and carpeting. Some non-burnable debris may be recyclable.
- 4.10 Pass – A sweep/run through a route or area requiring debris removal.
- 4.11 Recyclable debris – Includes, but is not limited to, metal products (e.g., mobile trailer parts, household appliances) and uncontaminated soil.
- 4.12 Right-of-way or ROW – the traveled roadway of all identified public access roads and the area immediately adjacent (left and right) to the such traveled roadway that are under the jurisdiction of a state, federal, or local government, all of which are within the specified collection debris pickup zones.
- 4.13 Root ball – Includes roots and soil associated with uprooted vegetation such as trees, shrubs and bushes.
- 4.14 Vegetative debris – Plant-related debris. Includes, but is not limited to, trees, shrubs, bushes, limbs, branches tree trunks and root balls.
- 4.15 White goods – Household appliances such as refrigerators, freezers, stoves, washers, dryers and similar items.
- 5.0 PERFORMANCE SCHEDULE.
- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed or completed work order.
- 5.2 Prior to commencing debris removal operations the Contractor shall, with the COR's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3 All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations may be 24 hours per day, 7 days per week, unless directed otherwise by the COR. All federal, state and local laws must be adhered to.
- 5.4 The City desires the time for completion of all work shall be 60 calendar days from the notice to proceed or completion of work order unless the COR initiates additions or deletions to the work order by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable county, state and federal law.

6.0 EQUIPMENT.

- 6.1 All trucks and other equipment must be in compliance with all applicable federal, state, and local laws, rules and regulations. Any truck or trailer used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate mechanical equipment. Additionally, the truck or trailer must dump hydraulically and be capable of rapidly dumping its load without the assistance of 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 sideboards are to be constructed of standard 2 X 6 boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the COR. All trailers must have a metal-framed exterior. All equipment used to haul debris must be equipped with a tailgate that shall effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. Hauling equipment shall be marked using adhesive placards applied to the operator side of the hauling compartment. The placard must be marked in permanent ink indicating measured volume, truck number, prime Contractor and date of last compartment measurement.
- 6.2 All equipment shall be inspected by the Contractor prior to use to ensure it meets the standards set forth in this Contract. The Contractor shall prepare a form for this purpose, which form shall be provided to the COR for his/her approval prior to use. The COR reserves the right to disallow the use of any equipment, trucks, or trailers he/she feels inappropriate for this Contract.
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the COR all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The COR may, at any time, request that the trucks be re-measured. The Contractor shall notify the COR each time a new truck, trailer or container is to be used under this Contract. No capacity can exceed 100% of the measured volume.
- 6.4 Trucks or equipment, which are designated for use under this Contract, shall not be used for any other work during the working hours of a work order issued under this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the term of this Contract. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this Contract.
- 6.5 Loading equipment used under this Contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the COR.
- 6.6 The Contractor shall provide a roofed inspection tower at the dumpsite. This tower must be constructed such that the COR monitor can easily look down into the bed to fully view

the debris load, establishing a volume. The inspection tower must be constructed to meet all local, state, federal requirements and comfortably accommodate 3 adults. The Contractor may provide a mechanical lift with roof cover to be used in place of the constructed tower. The Contractor shall provide portable restroom facilities at all dumpsites.

7.0 REPORTING.

7.1 The Contractor shall submit a report to the COR during each day services are performed under a work order issued under the Contract.

Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Crew
4. Location of work
5. Day of Report
6. Daily and cumulative totals of debris removed, and processed by category

7.2 Discrepancies between the daily report and the corresponding load and/or weigh tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATIONS.

8.1 The Contractor shall supervise and direct all work, using skillful labor and proper equipment for all tasks. The Contractor shall have a competent operations manager on site during the entire period of work under this Contract. The operations manager shall have the authority to represent the Contractor and be available to the COR or other City personnel assigned operational responsibility. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.

8.2 The Contractor must possess all licenses required in accordance with the federal, state and local requirements to perform the work.

8.3 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 subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.

8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in any work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state and local requirements, and to adequately provide for safety of persons and property. 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 should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.

- 8.5 Contractor shall be solely responsible for complying with all applicable federal, state and local laws, rules and regulations for all work performed pursuant to the Contract; including but not limited to collection and disposal of debris. Contractor will submit in its proposal its plan for debris collection and disposal.
- 9.0 FINAL DISPOSITION
- 9.1 NOTE: The method of final disposal shall be approved by the COR. Debris may be chipped, burnt, recycled or otherwise disposed of if approved by the COR.
- 9.2 Proposers will provide the City with proposals outlining how they would accomplish final debris disposal in the most efficient and effective manner possible.
- 9.3 Contractor shall be responsible for the debris up to final disposal.
- 10.0 MEASUREMENT
- 10.1 Measurement for all debris removed will be by the cubic yard as determined by the eligible debris delivered to dumpsite, as supported by the load ticket (see section 3.0, LOAD TICKETS). Measurement shall be documented on load tickets. Payment for work under this Contract shall be based solely on volume from completely executed load tickets endorsed by the City as eligible debris and noting actual volume at the appropriate disposal site.
- 11.0 PAYMENT
- 11.1 Payment for work completed may be invoiced on a monthly basis. Invoices will be based on verified quantities from the daily operational reports. Payment will be based on the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Fla. Stat.
- 12.0 OTHER CONTRACTS.
- 12.1 The City reserves the right to issue other Contracts or direct other Contractors to work within the area included in this Contract, including for the performance of any services for which the Contract has notified the City that it will not or is not able to perform.
- 12.2 No work is guaranteed under this Contract. Work under this Contract is contingency based and will depend on how much damage is generated by any event and the needs of the City for the services of one or more of the Contractors issued Contracts pursuant to this RFP.

REQUEST FOR PROPOSALS
Disaster and Debris Removal and Disposal Services
PROPOSAL OPENING AND REVIEW PROCEDURES

- (A) **Purpose:** The purpose of this section of the RFP is to specify procedures for the submittal, receipt, opening and recording of proposals under the RFP.
- (B) **Time of Submittal:** All proposals shall be submitted to the City of Dunnellon, 20750 River Drive, Dunnellon, FL 34431, which office shall record receipt thereof by date and time on the bid envelope. Upon receipt, the City will maintain custody and control of all proposal submittals until after they have been opened. The deadline for a particular proposal submittal shall be 2:00 p.m. on Friday June 15, 2018.
- (C) **Form of Proposal Submittal:** All proposals shall be submitted with one (1) original, five (5) copies and one (1) electronic copy. Each proposal and its accompanying materials shall be submitted in a single, sealed, non-transparent envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:
- a. Name of the Proposer Submitting the Proposal
 - b. The title of the proposal exactly as it appeared in the published solicitation.
 - c. The date of the proposal opening.
- (D) **Proposal Receipt Procedure:** All proposals will be stamped with the time and date that the proposal was received.
- (E) **Place of Opening:** All proposals properly submitted shall be opened in a public location designated herein. Proposals shall be opened at 2:15 p.m. on Friday June 15, 2018, at 20750 River Drive, Dunnellon, FL. Proposers and the public are welcome to attend the proposal opening and all subsequent committee (if applicable) and Dunnellon City Council meetings related to the proposals.
- (F) **Distribution of Copies:** Once the proposals are opened, copies of the proposals will be distributed to City staff for review. Proposals will not become a matter of public record except as provided by general law.
- (G) **Review, Report and Recommendations:** Proposals shall be reviewed by the City following the proposal opening. The City staff should, in the absence of unusual circumstances, report its recommendation to the Council at their next regularly scheduled meeting, which shall include a tabulated list of all proposers and their proposals. In all events, the City Administrator shall cause to be spread upon the minutes of the regular meeting of the Council next following the opening of the proposals, a list of all proposals received. The Council shall review the recommendations of City staff, and shall review and score the proposals and determine which proposers shall be selected to provide services to the City pursuant to this RFP. Any selected proposers shall enter into negotiations with the City for a final Contract which shall contain all provisions of this RFP and the provisions of proposals of the selected proposer(s), and any

additional provisions negotiated between the parties; provided, however, that no such additional provisions shall conflict with any provisions of this RFP.

(H) **Ineligible Proposal:** Any proposal that does not meet the requirements contained in this RFP, or any requirements in this section for form, time of submittal, number of copies or the specifications advertised may be rejected and the reasons stated therefor; provided that the City shall reject and return unopened all proposals which do not meet the foregoing requirements for time of submittal, or envelope markings. Proposals that do not meet requirements for form will be rejected and declared "No Proposal". The City Council reserves the power to reject all proposals and in its discretion to re-advertise the solicitation.

(I) **Proposal Withdrawal Period:** Any proposal that is to be withdrawn must send notice to the contact person as provided in this RFP before the opening time and date listed in this RFP.

(J) **Proposal Addenda:** All addenda distributed subsequent to the initial distribution of this RFP shall be sent by email to all interested proposers.

(K) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a proposal under this RFP must include, within its initial proposal response, proof of the following insurance or proof of the ability to acquire the following insurance at time of Contract, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled proposal opening date, which shall meet all other requirements contained in this RFP:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000
- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverages as required by Florida law
- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded a Contract, the Contractor must provide proof that such insurance will be in effect and meet all requirements contained in other provisions of this RFP.

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
EVALUATION CRITERIA FOR SELECTION OF CONTRACTORS

SELECTION CRITERIA:

Contracts will be awarded on the criteria and total costs of items 1-23 from the Cost Proposal Form, weighted as set out below.

EMERGENCY MANAGEMENT DEBRIS REMOVAL RFP SCORE SHEET

	Company Name	Company Name	Company Name	Company Name	Company Name
RFP Received on Time (yes or no)					
RFP Complete (Yes or No)					
Proper Insurance (Yes or No)					
Cost/Fee Proposal (40 points)					
Experience, Qualifications, and References (25 Points)					
Response Plan (20 Points)					
Ability to Perform (15 Points)					
Total					

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
FORM AGREEMENT

AGREEMENT BETWEEN
CITY OF DUNNELLON
and

_____ for
DEBRIS REMOVAL AND DISPOSAL SERVICES

This Agreement is made and entered into by and between CITY OF DUNNELLON, a political subdivision of the State of Florida, 20750 River Drive, Dunnellon, FL 34431 (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Contractor") on this _____ day of _____, _____.

WITNESSETH:

WHEREAS, City issued a Request for Proposals #RFP2018-02 for Disaster Debris Removal and Disposal Services (herein referred to as "the RFP for Debris Removal"), in accordance with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2 CFR 200, and in accordance with applicable City procurement requirements, policies and procedures; and

WHEREAS, Contractor submitted a Proposal consisting of all completed Proposal Forms from the RFP for Debris Removal (herein "the Proposal"), and was subsequently selected by City as one of the companies to enter into a contract to provide the services requested by the RFP for Debris Removal by work order (as that process is described in RFP for Debris Removal, herein referred to as a "Work Order"); and

WHEREAS, City desires to enter into an agreement with Contractor to provide the services provided in the RFP for Debris Removal as required, and as provided in the Proposal submitted by Contractor, and Contractor desires to provide such services in accordance with the RFP for Debris Removal, Contractor's Proposal, any applicable Work Orders issued, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
INCORPORATION OF DOCUMENTS

1.1 The RFP for Debris Removal, the Addendum (Addenda) to RFP for Debris Removal dated _____, _____, issued by City, the Proposal submitted by Contractor dated _____, _____, all filed with the City Clerk of Dunnellon, Records Division, as RFP for Disaster Debris Removal and Disposal Services, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Work Order issued pursuant to this Agreement;
- 2) This Agreement;
- 3) The RFP for Debris Removal;
- 4) The Proposal submitted by Contractor dated _____, _____.

ARTICLE 2
CONTRACTOR'S DUTIES

21 Contractor agrees to perform all the services and provide all the materials requested by the RFP for Debris Removal, and described in any individual Work Order issued pursuant to this Agreement. Contractor shall perform all services and provide all materials in strict accordance with the provisions contained herein. Contractor shall perform all services under any Work Order in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of providers of similar services having the level of skill, expertise and specialized knowledge, as represented to City, both orally and in writing, to be possessed by Contractor. Contractor shall provide its services and materials under any Work Order within the times allows for performance in the schedule contained in the applicable Work Order.

22 Contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement.

23 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement.

Specifically, but not by way of limitation, Contractor shall:

(i) Keep and maintain public records required by City to perform the service;

(ii) Upon request by City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) 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 term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to City; and

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

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the City Clerk of Dunnellon, or his/her designee.

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

TELEPHONE: (352) 465-8500

E-MAIL: mroberts@dunnellon.org

MAILING ADDRESS: 20750 River Drive, Dunnellon, FL 34431

24 During the performance of this Agreement, in the event any Work Order is or may be funded by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

(a) *Equal Employment Opportunity*: The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination*: The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations related to the federal funding for any particular Work Order that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment*: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) *Davis-Bacon Act*: When required by federal funding for a particular Work Order, the Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of issuance of a particular Work Order shall be accepted by Contractor prior to issuance of the Work Order.

(f) *Copeland "Anti-Kickback" Act*: The Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. City shall report any suspected violations to the applicable federal funding agency.

(g) *Contract Work Hours and Safety Standards Act*: In the event in the performance of any Work Order in excess of \$100,000, Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(h) *Rights to Inventions Made Under a Contract or Agreement:* (this section intentionally left blank).

(i) *Clean Air Act and Federal Water Pollution Control Act:* Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(j) *Energy Policy and Conservation Act:* Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.

(k) *Solid Waste Disposal Act:* Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquire by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(l) *Incorporation of Provisions:* The Contractor shall include the provisions of this Article 2.4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(m) *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the provisions of this section 2.4, the City or any applicable state or federal funding agency may impose such contract sanctions as the City or the applicable state or federal funding may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor under any Work Order under this Agreement until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement or any Work Order, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations

governing the applicable federal funding, or as are not prohibited by law.

ARTICLE 3 SERVICES/WORK ORDERS

31 Based upon the needs of City related to any event as described in the RFP for Debris Removal, and City's determination to acquire services from Contractor, City will issue a Work Order to Contractor for the specific services needed. Issuance of a Work Order to Contractor for any needed services will be based on the City's sole judgment and discretion, based on City's needs for the applicable event.

32 Each Work Order issued hereunder shall contain a description of the specific services required for that Work Order, and shall state the compensation to be paid to the Contractor for such Work Order, and shall include a schedule for completing the services and providing any products pursuant to the Work Order. Each Work Order issued to Contractor by City shall become a part of this Agreement upon approval by both parties. Compensation for each Work Order may be based on not-to-exceed amounts, or on time and materials using the hourly rates of Contractor provided with the Proposal (or as amended in a renewal term of this Agreement), or some other form of compensation as consented to by Contractor and City in the applicable Work Order. In the event that any Work Order is based on time and materials (as determined by the City to be the only suitable method of compensation for such Work Order), the ceiling price for the services under that Work Order shall be One Million Five Hundred Thousand Dollars (\$1,500,000) regardless of the size of the event initiating the need for the services under the Work Order, which ceiling price shall be exceeded solely at the Contractor's risk. City acknowledges that adjustments to the services, schedule and compensation for any Work Order may be necessary based on circumstances; and any such adjustments must be consented to in writing by both Contractor and City. Contractor shall be authorized to proceed with services pursuant to any Work Order upon receipt of the fully executed Work Order, the bond required for such Work Order (if applicable) and any other information or documentation applicable to the Work Order as required by City. Contractor agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms of this Agreement.

33 City Administrator or his/her designee shall be authorized to execute any Work Order on behalf of City in the event the compensation for such Work Order does not exceed Five Thousand Dollars (\$5,000) or in the event of a declared emergency as provided by Sec. 22-37. - City of Dunnellon Code of Ordinances.

34 City reserves the right to issue a separate solicitation at any time for any services it may need, at its discretion, regardless of whether a Work Order could be awarded for such services pursuant hereto. City also reserves the right to issue multiple Work Orders to any number of contractors with which it has entered into agreements pursuant to the RFP for Debris Removal, based on the City's needs for any particular event.

35 City provides no guarantee that Contractor will be issued any quantity or dollar amount of Work Orders, or that Contractor will be issued any Work Order hereunder.

ARTICLE 4
TERM/TERMINATION

4.1 The term of this Agreement shall begin on the date and year first above written and shall continue for five (5) years, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended for two (2) additional one (1) year terms, with the agreement of both parties hereto. The renewal options may be exercised by letter agreement between the parties. The City Administrator or his/her designee shall have the authority to approve any renewal option on behalf of City. All work associated with any Work Order must be completed within the initial term or any extension of the term of this Agreement, unless the applicable Work Order is unavoidably delayed. In the event of such unavoidable delay, the term of this Agreement shall be continued for such Work Order until Contractor completes all services and provides all products required under such Work Order, and City accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

4.2 This Agreement may be terminated by either party, with or without cause, by sixty (60) days written notice to the other party. Such termination shall be effective sixty (60) days after receipt by the party being provided notice of such written notice of intent to terminate. However, unless City is terminating for cause based on Contractor's failure to comply with the provisions of section 2.4 hereof, no termination for cause will be effective unless the party being provided notice of such termination for cause is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination. In the event the Contractor notifies the City that it will not or is unable to perform a specific service in the manner and time specified by the City, the City may immediately contract with another to perform that specific service without waiting for ten (10) calendar days. Such action by the City shall not constitute a breach of any provision of this Contract.

4.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination.

4.4 Notwithstanding any other provision herein to the contrary, in the event budgeted funds which are sufficient for City to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to City.

ARTICLE 5
METHOD OF BILLING AND PAYMENT

5.1 City shall pay to Contractor the sums indicated for services as set forth in each Work Order issued to Contractor.

5.2 Contractor shall submit all billings for payment of services rendered pursuant to the provisions of the applicable Work Order to the City of Dunnellon Accounts Payable Department. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Work Order to which services apply. Billings

shall include a summary of any amounts previously billed and any credits for amounts previously paid. Billings shall also contain any additional information required by City to facilitate reimbursement or payment for Contractor's services to City by any applicable federal program.

54 Contractor acknowledges that each billing must be reviewed and approved by the Director of the City department requesting the services pursuant to the applicable Work Order, or his/her designee. Should the Director of such City department, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, or does not provide sufficient information or detail required for City to qualify for federal reimbursement or payment, Contractor shall adjust billing accordingly. However, Contractor shall be entitled to payment of any portion of a billing not in dispute.

55 City shall pay Contractor's billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

56 In the event a dispute occurs between a Contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Administrator or his/her designee and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the City Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

ARTICLE 6 CITY'S RESPONSIBILITIES

6.1 City shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Contractor.

6.2. City shall furnish to Contractor, upon request of Contractor and at City expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the City's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 City shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at City expense. City shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by

Contractor to perform the services described in this Agreement.

ARTICLE 7
STANDARDS AND CORRECTIONS

7.1 Contractor shall perform or furnish to City all services pursuant to this Agreement to a level of technical skill, ability, and diligence as is required of similar contractors having the level of skill, expertise and specialized knowledge, as represented to City, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards for the provision of the types of services to be performed by Contractor hereunder, and with the laws, statutes, ordinances, codes, rules and regulations governing the types of services to be performed by Contractor hereunder. The same standards of care shall be required of any sub-consultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any sub consultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of City's rights under any applicable statute of limitations. City review of, approval of, acceptance of, or payment for any of Contractor's services or materials shall not be construed to operate as a waiver of any of City's rights under this Agreement, or cause of action City may have arising out of the performance of this Agreement.

ARTICLE 8
NOTICES

8.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid or hand-delivered to the parties at the addresses listed below:

If to City:

City Administrator
20750 River Drive
Dunnellon, FL 34431

If to Contractor:

ARTICLE 9
NO CONTINGENT FEES

9.1 Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 10
NO ASSIGNMENT

10.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of City. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by City.

ARTICLE 11
INDEMNIFICATION/INSURANCE

11.1 A Contractor shall indemnify and hold harmless the City, and its officers, agents, employees, and volunteers, from any and all claims, liabilities, damages, losses, expense and costs, including, but not limited to, reasonable costs, attorney fees, collection expenses, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of the Contractor, its officers, agents, employees, subcontractors or volunteers, or other persons employed or utilized by the Contractor in the performance or non-performance of its obligations under the Contract. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract. Compliance with any insurance requirements required elsewhere in this Contract shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section. The provisions of section 768.28, Florida Statutes, applicable to the City apply in full to this Contract and nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the City acting within the

scope of his/her office or employment are subject to the limitations specified in this statute. No officer, employee or agent of the City acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The City shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.2 Prior to commencement of services on any work order under the Contract, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract, insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming City of Dunnellon, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the City, if requested by the City, with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A proposer shall provide proof of, or proof of the ability to acquire, and a Contractor shall comply with the provisions of this section, for the types and limits of insurance as follows:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000

- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/
property damage, with minimum limits for
additional coverages as required by Florida law \$1,000,000

- c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000
d. Professional Liability when required by Contract-per occurrence	\$ 1,000,000

ARTICLE 12
CONTACT PERSONS

12.1 Upon written request of City, the City Administrator shall designate one or more City employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 13
SEVERABILITY

13.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 14
GOVERNING LAW/VENUE

14.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, the exclusive venue for any such litigation shall be in the state courts within Marion County, Florida or the United States District Court in and for the Middle District of Florida, Ocala Division.

ARTICLE 15
INDEPENDENT CONTRACTOR STATUS

15.1 Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of City.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

DUNNELLO CITY COUNCIL
DUNNELLO, FLORIDA

Attest:

Amanda L. Roberts
City Clerk

Walter Green, Mayor

Approved as to form and legal sufficiency:

Andrew J. Hand, City Attorney

Attest/Witness:

Contractor

By: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal
Services
PROPOSAL FORMS

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
UNIT COST OF DEBRIS MANAGEMENT

Basis of awarding points in the criterion for Cost/Fee Proposal shall be the aggregate of the unit prices bid for the selected activities.

Fill out and sign the following Disaster Debris Removal and Disposal Services Time and Material Rate Form and Cost Proposal Sheet. Again, no work is guaranteed under this Contract. It is contingency based and will depend on how much damage is generated by the event. The Proposer with the lowest responsive, responsible bid total will be awarded the most points in this category.

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
TIME AND MATERIAL RATE FORM – FIRST 72
HOURS

HOURLY FEE SCHEDULE

All equipment rates below include operator, fuel, maintenance costs, etc.

Equipment	Hourly Rate
Chainsaw (predominant use: cut and toss)	\$
John Deere 544 or equivalent (predominant use: cut and toss)	\$
Heavy transport (predominant use: cut and toss)	\$
Pickup truck with Supervisor (predominant use: cut and toss)	\$
Electrical bucket truck with lineman (predominant use: cut and toss)	\$
CAT D-3 Dozer or Equivalent	\$
CAT D-6 Dozer or Equivalent	\$
Tractor with Box Blade	\$
Tractor with Bush hog	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
30 Ton Crane	\$
Mechanized Broom	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
100 Cubic Yard Trailer w/Tractor	\$
12 Ton Lowboy w/Tractor	\$
50 Ton Lowboy w/Tractor	\$
Trackhoe, 490 or Equivalent	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$

Personnel	Hourly Rate
Field Project Foreman	\$
Laborer	\$
Traffic Control Flagman	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$

PROPOSER NAME: _____

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal
Services COST PROPOSAL

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Extended Cost
1	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (0 to <15 miles)	Cubic Yd	60,000	_____	_____
2	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (15 miles to <30 miles)	Cubic Yd	60,000	_____	_____
3	Load eligible C&D debris from Public ROW's and haul to directed location (0 to <15 miles)	Cubic Yd	6,000	_____	_____
4	Load eligible C&D debris from Public ROW's and haul to directed location (15 miles to <30 miles)	Cubic Yd	6,000	_____	_____
5	Load eligible C&D debris from Public ROW's and haul to directed location (30 miles to <75 miles)	Cubic Yd	6,000	_____	_____
6	Reduce vegetative debris by Air curtain incineration	Cubic Yd	60,000	_____	_____
7	Reduce vegetative debris by grinding/chipping	Cubic Yd	60,000	_____	_____
8	Load, Haul and Dispose of TDS material to an approved permanent disposal site (0-<30 miles)	Cubic Yd	60,000	_____	_____
9	Load, Haul and Dispose of TDS material to an approved permanent disposal site (30 miles- <75 miles)	Cubic Yd	60,000	_____	_____
10	Management of TDS operations	Cubic Yd	60,000	_____	_____
11	Extract hazardous stumps (FEMA definition): 24.01"< 36" in diameter. Place fill dirt and seed. Haul to TDS	Each	10	_____	_____

12	Extract hazardous stumps (FEMA definition): 36.01" < 48" in diameter. Place fill dirt and seed. Haul to TDS	Each	10	_____	_____
13	Extract hazardous stumps (FEMA definition): 48.01" < in diameter. Place fill dirt and seed. Haul to TDS.	Each	10	_____	_____
14	Collect, haul and dispose of animal carcasses	Pound	1,000	_____	_____
15	Removal, hauling and disposal of White Goods.	Each	50	_____	_____
16	Freon Management of white goods	Each	25	_____	_____
17	Removal, hauling and disposal of electronic waste.	Each	50	_____	_____
18	Removal, hauling and disposal of Household Hazardous Waste (HHW)	Pound	1,000	_____	_____
19	Removal, hauling and disposal of Lawnmowers and equipment with small motors.	Each	25	_____	_____
20	Removal, hauling and disposal of Abandon tires.	Each	25	_____	_____

TOTAL (Items 1 – 23 above): _____

Amount Written in Words:

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
PROPOSER INFORMATION

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the RFP, may result in your PROPOSAL being rejected as non-responsive.

PROPOSER NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

WEBSITE: _____

Name of Person submitting proposal and
authorized to bind proposer: _____

Title: _____

Signature: _____

Date: _____

If the Proposer is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Proposer will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the City would contract, with all other Contractors being considered as sub-contractors.

ADDENDA ACKNOWLEDGMENT:

Proposer acknowledges receipt of the following addenda:

Addendum No. Date: _____ Acknowledged by: _____

Addendum No. Date: _____ Acknowledged by: _____

Addendum No. Date: _____ Acknowledged by: _____

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services CERTIFICATION
REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION FORM

- (1) The proposer, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the proposer is unable to certify to the above statement, the proposer shall attach an explanation to this form.

Proposer:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am with the Firm of _____ providing this proposal in response to the Request for Proposals for Disaster Debris Removal and Disposal Services, and that I executed the said proposal with full authority to do so.
2. This proposal has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other proposer, responder or with any competitor; and no attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that City of Dunnellon relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this RFP.

Signature of Proposer representative

Date

State of _____

County of _____

_____ personally appeared before me, the undersigned authority, who, after first being sworn by me affixed his/her signature in the space provided on this _____ Day of _____, _____, and () is personally known to me or () provided _____ as proof of identification.

Notary Public

My Commission Expires

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of congress, any officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Firm/Proposer
Company/Organization

Address of Firm/Company/Organization

City/State

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals or bids any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP, including but not limited to all conflicts contemplated by 2 CFR 200.318(c)(1), and whether any officer, director, employee or agent is also an officer or an employee of the Dunnellon City Council. All proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Dunnellon City Council. All proposers must disclose the name of any City officer or employee who owns, directly or indirectly, any interest of five percent (5%) or more in the firm or any of its branches or affiliates. All proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the Council, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP. All proposers are also required to include a disclosure statement of any potential conflicts of interest that the proposer may have due to other clients, contracts, or interests associated with the performance of services under this RFP and any resulting Contract. Use additional sheets if necessary.

Description of any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP:

Names of Officer, Director, Employee or Agent that is also an Employee of the Council:

Names of Officer, Partner, Director or Proprietor who is the spouse or child of a Council member:

Names of City Officer or Employee that owns 5% or more in Proposer's Firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable: _____

Signature

Printed Name

Proposer Name

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
DRUG FREE WORKPLACE CERTIFICATION

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm/Proposer does the following:

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, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
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 this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or no contest 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 work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Firm/Proposer

Title

Authorized Signature

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
REFERENCE FORM

Proposers must provide references from current clients or former clients with whom they have provided similar services.

Proposer Name

Proposers are required to submit references with their proposal with which they have provided similar services as requested in this RFP. Proposers may use this attachment to provide the required reference information. Attach additional sheets as necessary. City of Dunnellon reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:

Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Authorized Signature

Title

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
SUBCONTRACTORS FORM

Proposers must provide a list of any subcontractors they intend to use in the performance of services under this Contract. In the event that a Contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval for each such subcontractor, which may be provided by the City Administrator or his/her designee.

Proposer Name

Proposers are required to submit subcontractor information, if any, in the spaces below. Attach additional sheets as necessary. City of Dunnellon reserves the right to approve/disapprove any proposed subcontractor.

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:

Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Authorized Signature

Title

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
“NO PROPOSAL” Statement

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: City of Dunnellon, 20750 River Drive, Dunnellon, FL 34431.

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____ City: _____

Zip: _____