

**REQUEST FOR PROPOSALS
RFP #13-08
EMERGENCY DEBRIS REMOVAL SERVICES**



SUBMITTAL DUE DATE:

THURSDAY, OCTOBER 17, 2013

TIME:

3:00 PM

“MANDATORY” PRE-RFP RESPONSE MEETING:

FRIDAY, SEPTEMBER 20, 2013

10:00 AM

REQUEST FOR PROPOSALS
RFP #13-08
EMERGENCY DEBRIS REMOVAL SERVICES
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for Emergency Debris Removal Services for the Town of Cutler Bay. **Interested contractors should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up at the following location, during normal business hours.**

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and four (4) copies of the submittals must be received no later than **3:00 PM on Thursday, October 17, 2013** and be clearly marked on the outside, **"RFP #13-08 Emergency Debris Removal Services"**, by **Debra E. Eastman, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFP Response Meeting on Friday, September 20, 2013 at 10:00 AM Town Hall Council Chamber (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189)**

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Pursuant to Town Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals
Town Manager



**SECTION I
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08**

INTRODUCTION

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a contractor to provide Emergency Debris Removal Services.

The Town intends to execute an agreement with a selected Contractor to provide such services.

1. SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP & Cone of Silence Begins	9/4/2013	9:00 AM
2	<u>Mandatory Pre-RFP Response Meeting</u> 10720 Caribbean Blvd., Council Chambers Cutler Bay, Florida 33189	9/20/2013	10:00 AM
3	Deadline to Submit Questions	9/26/2013	1:00 PM
4	Deadline to Town Responses to Questions	10/7/2013	5:00 PM
5	Deadline to Submit RFP-Response	10/17/2013	3:00 PM
6	Evaluation of Proposals	10/21/2013 thru 10/25/2013	8:30 AM thru 5:30 PM
7	Announcement of selected Contractors/Cone of Silence Ends	11/20/2013	9:00 AM

*The Town reserves the right to change the scheduled dates and time.

1.1 DEFINED TERMS

Terms used in these Instructions to Proposers are defined and have the meaning assigned to them. The term "Proposer" means one who submits a proposal directly to the Town as distinct from a Sub-Contractor, who submits a proposal to the Proposer. The term "Successful Proposer" means the best, qualified, responsible and responsive Proposer to whom the Town (on the basis of Town's evaluation as hereinafter provided) makes an award. The term "Town" refers to the Town of Cutler Bay, a municipal corporation of the State of Florida. The term "Proposal Package" includes all items as listed and identified in Section IV. The term "Contractor" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Contractor Administrator" shall mean the Town Manager or his designee.

2. GENERAL

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

3. PROPOSAL REQUIREMENTS

3.1 Scope of Services Proposed

Clearly describe how Contractor will perform the Scope of Services proposed, including a work plan and an explanation of methodology to be followed to perform the Services required in this RFP.

3.2 Proposer Qualifications

This section of the proposal should give a description of the proposer, including the size, range of activities, and number of years of relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. This section must also identify the contact person and telephone number.

3.3 Proposal Package

All proposals shall be submitted on the Town provided Proposal Package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. For further information as to the Instructions to Proposers or the Proposal Package contact Debra E. Eastman, Town Clerk at (305) 234-4262 or Email: deastman@cutlerbay-fl.gov.

3.4 Acknowledgment of Agreement Terms

An acknowledgement of the acceptance of the terms of the Agreement should be included as a part of Proposal. Any exceptions to terms of this Agreement should be included in the exceptions section of the Proposal.

4. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

All Proposers or their representatives are required to attend a mandatory pre-RFP response meeting on **September 20, 2013 at 10:00 AM**, Town Hall Council Chambers, 10720 Caribbean Blvd., Suite 115, Cutler Bay, Florida. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the Services, sites and specifications will be answered, and Proposers will be able to familiarize themselves with conditions that may affect the proposal prices.

All Proposers shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

5. SUBMISSION OF PROPOSAL

One (1) original and four (4) copies of the Proposal shall be submitted no later than **October 17, 2013 at 3:00 PM** to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

Emergency Debris Removal Services
RFP #13-08
Town of Cutler Bay
Office of the Town Clerk
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and their representative are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Debra E. Eastman – Town Clerk, Email: deastman@cutlerbay-fl.gov on or before **September 26, 2013 at 1:00 PM**. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

7. EVALUATION METHOD AND CRITERIA

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

	<u>Maximum Points</u>
Cost	70
Proposer Qualifications	15
Scope of Services / Plan	10
References (Relevant experience)	<u>5</u>
Total	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are “responsible and responsive”.

8. DESCRIPTION OF EVALUATION CRITERIA(S):

COST (70 POINTS): Each proposer shall provide unit pricing, including a lump sum amount for mobilization and demobilization, in the Proposal Form included in this RFP.

PROPOSER QUALIFICATION (15 POINTS): Each proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as a part of the qualifications portion of their proposal.

SCOPE OF SERVICES (10 POINTS): Each proposer will be evaluated on their approach on how the Scope of Services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

REFERENCES (Relevant Experience) (5 POINTS): As part of the proposal evaluation process, the Town will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer’s submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

The Town as part of their evaluation may perform an inspection of the Proposer’s facilities. The Selection Committee, Town Manager, or his designee as part of their evaluation may perform this inspection. The Selection Committee may perform a second pre-award inspection of the Successful Proposer’s facilities and any technical advisors they deem necessary, prior to the award of a Contract.

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection may include, but not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles may be inspected for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, inspection may include verification of some of the (physical) minimum requirements for Proposers. Additionally, the Town reserves the right to perform such inspections on the Successful Proposer as often as it deems necessary, to ensure proper performance of the proposed Contract.

The Town may require short-listed Proposer's to perform an oral presentation in support of their Proposal or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the Town Manager. If required, Proposers will be notified in writing prior to the date of such a presentation.

9. CLARIFICATION AND ADDENDUM(S)

If any person contemplating submitting a proposal under this RFP is in doubt as to the true meaning of the specifications or other documents or any part thereof, the proposer must submit to the Town of Cutler Bay, Town Clerk on or before **September 26, 2013 at 1:00 PM**, a request for clarification via fax (305) 234-4251 or Email: deastman@cutlerbay-fl.gov. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFP, if made, will be made only by Addendum duly issued by the Town of Cutler Bay, Town Clerk. A copy of such Addendum will be posted on the Town's website under RFP's. However, it is the Proposer's responsibility to ensure that it has received and reviewed all addenda prior to submitting the Proposal and the Town shall not be responsible for failure to send addenda to Proposers receiving the RFP. Proposers should acknowledge receipt of all addenda in the space designated on the proposal form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of forty-five (45) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within forty-five (45) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of forty-five (45) calendar days from the date of proposal opening. A Proposer may withdraw his proposal after the expiration of forty-five (45) days from the date of proposal opening by delivering written notice of withdrawal to the Town Manager's Office prior to award of contract by the Town of Cutler Bay Council.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

11. PROPOSAL BOND

Each Proposal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of \$15,000.00. All Proposal Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Proposal Bonds for all unsuccessful Proposals shall be returned after the 90 day period. The purpose of the Proposal bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, Proposal bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least 45 days after proposal opening.

12. PERFORMANCE BOND

Within ten (10) working days following notice of award by the Town, the successful Proposer shall furnish to the Town of Cutler Bay, a Performance Bond in the amount of **\$400,000.00** to the Town for the period of the contract (to be determined at the time of award). The Payment and Performance Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town of Cutler Bay. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

12.1 Attorney's-in-fact, who sign the Proposal Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.

12.2 Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

13. AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in Town's best interest.

The Contract will be awarded only to a responsible Proposer(s) licensed, and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed and certified by all applicable local, county and state agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

14. CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT

The initial Contract term shall be for three (3) years, with the Town's option, in its sole discretion, to renew for additional one (1) year terms, not to exceed a maximum of three (3) years. At its sole discretion, the Town shall have an option to renew this Contract upon the same terms and conditions (including pricing) for up to three (3) additional one (1) year periods (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option shall be effective upon written notice from the Town Manager to the Contractor delivered received no later than thirty (30) days prior to the date of termination of the initial term and any applicable Renewal Option term.

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer on the Proposal Form shall remain fixed and firm during the term of the Contract, and any Renewal Option term(s) thereafter; provided however, that the Proposer may offer incentive discounts from the fixed price to the Town at any time during the contractual term.

15. PERMITS, FEES AND NOTICES

The Successful Proposer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract.

All county, state or federal fees and permits shall be applied for and paid by the Proposer as necessary. Proposer must provide Town with copy(s) of valid licensing by state/county agency for this type of work.

It is the Proposers responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

16. NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

17. LAWS/ORDINANCES

The Proposer shall observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

18. ERRORS AND OMISSIONS

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Proposers may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

19. WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this Request for Proposals and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the Town.

20. ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him, without the previous written consent of the Town Manager or his designee.

21. COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

22. CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the

Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Proposal, between:

A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and Proposal after the advertisement of said RFQ, RFP, or Proposal. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-Proposal conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the Town Council during any duly noticed public meeting;
- 4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular RFQ, RFP or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the Town Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to Town Code;
- 9) responses to the Town's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting;
- 11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular Proposer or proposer shall render any RFQ award, RFP award or Proposal award to said Proposer or proposer voidable by the Town Council and/or Town Manager.

23. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

23.1 VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

- (A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

24. LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a “Lobbyist Registration for Oral Presentation” form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

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END OF SECTION

**SECTION II
SPECIAL CONDITIONS**

1. INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

1.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with minimum limits of \$500,000 each accident.

1.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

1.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

1.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Cutler Bay
Attention: Town Clerk's Office
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

1.5 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2. SAFETY

“The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on Town property and to ensure safety rules are not being violated.

To the extent applicable, the Successful Proposer must also comply with Chapter 487, Florida Statutes. Any items which are delivered from an Agreement resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS). The MSDS sheets must be maintained by the user agency and consist of written, electronic, or printed material concerning an agricultural pesticide that sets forth the following information:

- a) The chemical name and the common name of the agricultural pesticide.
- b) The hazards or other risks in the use of the agricultural pesticide, including:

1. The potential for fire, explosions, corrosiveness, and reactivity.
2. The known acute health effects and chronic health effects of exposure to the agricultural pesticide, including those medical conditions that are generally recognized as being aggravated by exposure to the agricultural pesticide.
3. The primary routes of entry and symptoms of overexposure.
 - a) The proper handling practices, necessary personal protective equipment, and other proper or necessary safety precautions in circumstances that involve the use of or exposure to the agricultural pesticide, including appropriate emergency treatment in case of overexposure.
 - b) The emergency procedures for spills, fire, disposal, and first aid.
 - c) A description of the known specific potential health risks posed by the agricultural pesticide, which is written in lay terms and is, intended to alert any person who reads the information.
 - d) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.1 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS) The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosiveness, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- b) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- c) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.

- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

3. CARE AND SAFETY

The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

4. TRAFFIC CONTROL AND PROTECTION

Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Successful Proposer shall be responsible for the plans for traffic control around or through work sites and shall be developed with safety as the primary concern. The plans shall include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases the operation plan for traffic control and protection shall include provisions for the following:

- a) Advance warning
- b) Clear view of work site
- c) Roadway delineation
- d) Regulatory information
- e) Hazard warning
- f) Barriers
- g) Pedestrians safety
- h) Access
- i) Location of vehicle and equipment
- j) Night safety
- k) Personnel
- l) Traffic control and protection devices (see the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.)

5. DAMAGES, VANDALISM AND THEFT

In the event the Contractor discovers or is made aware of damages, vandalism or theft at a site specified herein, the Contractor, shall immediately notify the Town of same, and shall file a police report of the occurrence.

6. SUB-CONTRACTORS

6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

6.2 Sub-Contractors Agreement

Written approval by the Town Manager or his designee will be required, prior to hiring any subcontractor. All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

7. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

9. PERFORMANCE BOND

Simultaneous with the delivery of the executed contract to the Town, the Contractor shall furnish to the Town an executed performance bond in the amount of **\$400,000.00** of the annual Proposal amount, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. It shall be submitted on forms provided. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the owner for all costs and damages he may suffer by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

10. INSPECTION, DIRECTION, AND PAYMENT

10.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

10.2 Inspection

The Town's Public Works Department representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

10.3 Payment

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

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END OF SECTION

SECTION III DETAILED SPECIFICATIONS

1.1 SCOPE OF WORK

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for roadway clearance which for the purpose of this Proposal, shall include the clearing of debris and all emergency related debris from Streets, Avenues Town property and in certain instances private property within the Town of Cutler Bay (the “Town”). After an emergency event the contractor will, within two (2) hours of the conclusion of the event have the specified number of crews and manpower in the Town and begin to open and maintain all Town roadways clear of debris. Initial focus will be placed on opening all main roadways to vehicular traffic. The sequence of these openings will be determined by the Town. When all main streets are open focus will then be shifted to the secondary roadways with this sequence also being determined by the Town. Debris will be placed within the Town right-of-ways. Any and all stumps to be removed must be pre-validated before removal.

1.1.1 Emergency Road Clearance

Removal of debris from the primary transportation routes as directed by the Town.

1.1.2 Debris Clearing from Public Property

Clearing of debris from public rights-of-way or Town Facilities. Clearing of debris beyond public property as necessary to abate imminent and / or significant threats to the public health and safety of residents.

1.1.3 Debris Clearing from Private Property

Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor, as directed by the Town, will accomplish the clearing of debris from private property.

1.1.4 Generated Hazardous Waste Abatement

Abatement or disposal of hazardous waste identified by the Town in accordance with all applicable Federal, State and local laws, standards and regulations.

1.1.5 Documentation and Inspections

Storm debris shall be subject to inspection by the Town. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the Town access to all work sites and disposal areas. The Contractor will assist the Town in preparation of Federal (FEMA and FHWA) and State reports for any potential reimbursement through the training of Town employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA and other applicable State and Federal Agencies to ensure that eligible debris clearing and data documenting appropriately address concerns of the likely reimbursement agencies.

1.1.6 Work Areas

The Town will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition.

1.1.7 White Goods

The contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined by the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

1.1.8 Hazardous Stumps

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Town. The Town reserves the right to process stumps based on a per unit or on a yardage basis. Stumps converted to yardage will be based on FEMA May 15, 2007 publication DAP9523.11 stump conversion table and paid at the per yard regular vegetation rate. Stumps shall be hauled to the waste facility where they shall be processed in accordance with all applicable Federal, State and local laws, standards and regulations.

1.1.9 Fill Dirt

The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the Town. All areas to be graded and sod placed. All restored areas to match surrounding areas as closely as possible.

1.1.10 Documentation and Recovery Process

Contractor will provide the following assistance in addition to debris removal:

- a. Recovery process documentation – Create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status reports as requested by the Town.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

1.2 WORK SCENARIOS

1.2.1 Spot Jobs – Localized

In the event, the Contractor may be called upon to provide retrieval, hauling and / or reduction by chain saw of localized woody debris. The work will more likely be assisting Town resources.

1.2.2 Small Event – Wide spread or Town-Wide

In this event, the Contractor may provide all necessary supervision, labor and all equipment to clean, remove, haul, recycle and / or dispose of all types of debris with its own resources.

1.2.3 Significant Event - Removal, Reduction, Hauling - Vegetative Debris Only - Widespread or Town-Wide

In this event, the Contractor **may** provide all necessary supervision, labor and all equipment to remove, reduce (grind and mulch) and haul vegetative debris to a disposal site approved for use by FDEP and the Town.

1.2.4 Catastrophic Event - Removal, Reduction, Hauling and Separating Mixed Debris Wide spread or Town Wide

In this event, the Contractor **may** provide all necessary supervision, labor and all equipment to remove reduce, recycle and haul mixed debris to multiple disposal sites, approved for use by FDEP and the Town.

1.2.5 Catastrophic Event - Site Management - Town Wide

In this event, the Contractor **may** be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites Town wide including burn operations. The Contractor will be responsible for all necessary traffic control, weighting, measuring, reduction, recycling and all other necessary operations for the operation of the sites(s) through close out. Proposers shall prove experience with site management and FEMA requirements to qualify for this scope.

1.3 LOCATION OF WORK

Accompanying this specification is an area map indicating main Streets and Avenues within the Town of Cutler Bay. Existing roadway signs clearly indicate the name of each road. By submitting this Proposal, the Proposer certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the Proposal. The Town reserves the right to remove specific locations as deemed appropriate. The Town also reserves the right to award the locations to multiple Proposers to attain the best possible service and price.

1.4 EQUIPMENT

All equipment necessary to provide the Services shall be provided by Contractor and maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

1.5 REQUIRED EQUIPMENT AND MANPOWER

The CONTRACTOR must mobilize the following equipment to one or more locations within the Town, to be provided and secured by the Town, at a minimum of 24 hours (twenty four hours) prior to the commencement of a known or anticipated event, (Hurricane.) Within 2 hours (two hours) of the lifting of the hurricane warning as presented over a public information system (radio/television) of the known or anticipated event the CONTRACTOR will make available all man power necessary to operate said equipment and to carry out all necessary activities to fulfill his contract obligations. The Contractor shall mobilize within 4 hours (four hours) of an unanticipated event after being notified by the Town.

- 1.5.1** Within 2 hours from conclusion of the event a minimum of three crews consisting of the following elements shall be on site ready to execute contract duties:

Crew #1 Hydraulic bucket-truck with a reach capstone of no less than 50 feet

Backhoe equivalent of CAT 416 or Deere 310 or larger

One brush chipper that handles limbs up to 3” diameter

Two-way communication system between the contractor’s service vehicles and the Town of Cutler Bay

One dump truck with a minimum of 14,000 pound gross vehicle weight with chipper box

Three laborers each with chain saw

Crew #2 & #3 Same as Crew #1 with the exception of Hydraulic bucket-truck

Within 24 hours from conclusion of the event three additional crews for a total of six crews will be on site

Crew #4-#5-#6 Same as Crew #1 with the exception of Hydraulic Bucket-truck & Backhoe

Full time Supervisor for Town of Cutler Bay contract operations

- 1.5.2** Within 4 hours of an unanticipated event once CONTRACTOR has been notified by the Town of Cutler Bay the same requirements should be met as enumerated in Section 1.5.1 above

1.6 STORAGE AND MOBILIZATION FACILITY

A minimum of 24 hours prior to a known or anticipated event the Contractor will mobilize all equipment as outlined in item 1.5.1 to one or more facilities within the Town of Cutler Bay to be provided by the Contractor.

1.7 SPECIAL CONTRACT REQUIREMENTS

- 1.7.1** The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the Town within 24 hours of notification.

- 1.7.2** During emergency recovery efforts the Contractor must be available 24 hours per day, 7 days per week, for the work detail that may include, but is not limited to, the supply of six work crews as outlined in item 1.5.1 and 1.5.2

- 1.7.3** All Contractor’s vehicles must be clearly marked as being a licensed contractor working for the Town of Cutler Bay and all employees shall wear a uniform that identifies the company name at all times.

- 1.7.4 Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
- 1.7.5 The Contractor's owner, or supervisor employee of the Contractor approved by the Town, must be on 24 hour call, for emergency purposes until the Town releases the Contractor from service. Emergency contact information for both the primary contact and a backup must be supplied to the Town, (office, home, cell, Nextel) if communication systems are down the emergency contact must be available via satellite phone.
- 1.7.6 The contractor, on an immediate and first priority basis, shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, hurricane, tornado, accident, act of terrorism) or an auto accident that causes a tree to fall and block a roadway or pedestrian area, or any other emergency deemed adequate to effect an activation by the Town Manager or appointee.
- 1.7.7 With this Proposal and May 1st of the Contract term, the Contractor shall submit, for Town approval, a hurricane mobilization and preparedness plan specifically relating to manpower, equipment and scheduling.
- 1.7.8 No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The Contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties. The Contractor is responsible for diesel fuel / gasoline for his vehicles and if stored within the Town must conform to all local, state, federal guide lines / regulations.

2.0 SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- 2.0.1 All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- 2.0.2 All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the Town
- 2.0.3 The contractor will designate a responsible member of their organization within the Town whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor to the Town.
- 2.0.4 In emergencies affecting the safety of persons or the work or property within the Town or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Town prompt written notice of any significant changes in the work or problems caused thereby.

- 2.0.5** The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. “Street Closed” signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the Town of Cutler Bay Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.
- 2.0.6** Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.
- 2.0.7** The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.
- 2.0.8 DEFECTIVE WORK**

The Town will have authority to disapprove or reject work which is “defective” (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of this RFP, the Specifications and the Contract Documents or does not meet the requirements of any inspection.

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END OF SECTION

**SECTION IV
PROPOSAL FORM**

**TOWN OF CUTLER BAY
RFP 13-08
EMERGENCY DEBRIS REMOVAL SERVICES
UNIT PRICE AMOUNT**

BASE PROPOSAL

To remove debris from streets and avenues of the Town, Town property and/or private property as authorized by the Town.

Total Amount of Proposal: _____

Amount Written: _____

DEBRIS REMOVAL, PROCESSING & DISPOSAL

#	DESCRIPTION	UNIT	QTY	COST
1.	Mobilize & demobilize	LUMP SUM	1 unit	\$
2.	Pick-up and haul of white goods	EACH	1 unit	\$
3.	Pick-up and disposal of hazardous material	POUND	1 unit	\$
4.	Sweeping Curb & Gutter	HOURLY RATE	1 unit	\$
5.	Process stump based on FEMA conversion table, May 15, 2007 publication DAP9523.11	CUBIC YARD	1 unit	\$
6.	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EACH	1 unit	\$

7.	Hazardous stump removal, hauling and disposal 12” diameter to 23.99” diameter	EACH	1 unit	\$
8.	Hazardous stump removal & hauling, disposal 24” diameter to 47.99” diameter	EACH	1 unit	\$
9.	Hazardous stump removal, hauling and disposal 48” diameter and greater	EACH	1 unit	\$

EMERGENCY ROAD CLEARANCE (INITIAL CLEARANCE - NOT TO EXCEED 72 HRS)				
10.	Debris removal from private property (rights-of-entry program) & publicly owned property (other than right-of-way)	CUBIC YARD	1 unit	\$
11.	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARD	1 unit	\$
12.	Leaning trees / hanging limbs	TIME & MATERIALS	1 unit	\$
13.	Demolition of structures	TIME & MATERIALS	1 unit	\$

EQUIPMENT WITH OPERATION – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
1.	JD544 or equal, wheel loader w/debris grapple	HOURLY RATE	1 unit	\$
2.	JD644 or equal, wheel loader w/debris grapple	HOURLY RATE	1 unit	\$
3.	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$
4.	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$
5.	Extend-a-boom forklift w/debris grapple	HOURLY RATE	1 unit	\$
6.	753 Skid Steer w/debris grapple	HOURLY RATE	1 unit	\$
7.	753 Skid Steer Loader w/bucket	HOURLY RATE	1 unit	\$
8.	753 Skid Steer w/Broom	HOURLY RATE	1 unit	\$
9.	JD310 or equal TLB	HOURLY RATE	1 unit	\$
10.	30 Ton Crane	HOURLY RATE	1 unit	\$
11.	50 Ton Crane	HOURLY RATE	1 unit	\$
12.	100 Ton Crane	HOURLY RATE	1 unit	\$
13.	40' / 60' Bucket Truck	HOURLY RATE	1 unit	\$
14.	Water Truck (2000 Gallons)	HOURLY RATE	1 unit	\$

15.	Portable Light Tower (Lighting 4)	HOURLY RATE	1 unit	\$
16.	Single axle dump type truck, 5 / 12 CY	HOURLY RATE	1 unit	\$
17.	Tandem axle dump type truck, 16 / 20 CY	HOURLY RATE	1 unit	\$

LABOR & MATERIAL – HOURLY RATES PER LINE ITEM

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

EMERGENCY POWER GENERATORS & SUPPORT EQUIPMENT

#	DESCRIPTION	UNIT	QTY	COST
1.	5 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
2.	10 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
3.	20 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
4.	40 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
5.	60 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
6.	80 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
7.	100 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
8.	120 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
9.	Satellite Phone for use by the Town to coordinate operations during failure of other communication systems	DAY (12 hours)	1 unit	\$
10.	Portable Trailer Mounted Air Conditioning Units (5 Ton/63,500 BTU)	DAY (12 hours)	1 unit	\$
11.	Portable Trailer Mounted Air Conditioning Unit (12 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$
12.	Portable Server Cooler (2 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$
13.	Portable Server Cooler (3 Ton/36,000 BTU)	DAY (12 hours)	1 unit	\$

**SECTION VI
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08**

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2013 by and between the Town of Cutler Bay, Florida (the "Town") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Proposal No. 13-08 for emergency Debris Removal Services ("RFP"), including the Detailed Specifications set forth herein, which RFP is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the "Work").
2. **COMPENSATION/PAYMENT**
 - 2.1 Contractor shall provide the Town with an invoice on a monthly basis.
 - 2.2 For Work completed and performed. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon Work completed for each task invoiced. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval an acceptance of the Work by the Town Manager or his designee. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
 - 2.3 Contractor shall be compensated in accordance with the unit prices specified in the Proposal, attached hereto as Exhibit "A", based upon the actual Work and approved by the Town completed for the month.
3. **TERM** This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional one (1) year terms (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Contractor no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Contractor agrees that time is of the essence and Contractor shall perform and complete the Work within the time frames set forth in the RFP and as provided in this Agreement, unless extended by the Town Manager.
4. **PROTECTION OF PROPERTY AND THE PUBLIC; SAFETY** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:

- 4.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 4.4 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

5. INDEMNIFICATION

- 5.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this agreement shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6. **AGREEMENT DOCUMENTS**- The following documents shall, by this reference, be incorporated and made a part of this Agreement:

Request for Proposals No. 13-08 for Emergency Debris Removal Services;
All Addendums issued to the RFP;
Agreement;
Proposal of Contractor;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Insurance Certificates

7. **CONTRACTOR'S EMPLOYEES**

- 7.1 The Contractor shall at all times have a competent English speaking supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 7.3 Contractor shall, upon receipt of a written request from the Town, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5 All references in this Agreement to the Contractor shall include Contractor's employees or subcontractors, wherever applicable.

8. **VEHICLES AND EQUIPMENT** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide Work or services under this Agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Town may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles. A magnetic sign displaying the Town of Cutler Bay Logo and a caption noting "Public Works" will be required on vehicles at all times.

9. **INSURANCE** The Contractor shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverage's shall include a minimum of:

- 9.1 **Worker's Compensation and Employer's Liability Insurance** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy (ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.
- 9.2 **Comprehensive Automobile and Vehicle Liability Insurance** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 9.3 **Commercial General Liability** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.4 **Certificate of Insurance** Contractor shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.
- 9.5 **Additional Insured** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Agreement. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

10. **ASSIGNMENT AND AMENDMENT** No assignment by the Contractor of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor has been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
11. **TERMINATION**
- 11.1 The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or immediately with cause is the Contractor defaults on any material term of this Agreement. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.
- 11.2 Upon notice of such termination, the Town shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.
12. **GOVERNING LAW** The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys' fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
13. **PUBLIC RECORDS LAW** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by the Town, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

14. **INSPECTION AND AUDIT** During the term of this Agreement and for three (3) years from the date of termination the Contractor shall allow Town representatives access, during reasonable business hours, to Contractor's and, if applicable, subcontractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Contractor was paid for services not performed, upon receipt of written demand by the Town, the Contractor shall remit such payments to the Town.
15. **SEVERABILITY** If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
16. **WAIVER OF JURY TRIAL** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.
17. **COUNTERPARTS** This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
18. **INDEPENDENT CONTRACTOR** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor as to Work, and that Contractor is in no respect an agent, servant or employee of the Town. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Town under this Agreement.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Town.

19. **ACCIDENT PREVENTION AND REGULATIONS** Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.
20. **BACKGROUND CHECKS** The Contractor will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of this Work. Background checks must be performed prior to the performance of any Work by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
21. **LAWS, RULES & REGULATIONS** Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Contractor shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

- 22. **POLICY OF NON-DISCRIMINATION** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.
- 23. **NON-WAIVER** The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.
- 24. **NOTICES** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

Town of Cutler Bay
 10720 Caribbean Blvd., Suite# 105
 Cutler Bay, FL 33189
 Attention: Town Clerk

Contractor:

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: _____
 Debra E. Eastman, Town Clerk

By: _____
 Rafael G. Casals, Town Manager

By: _____
 Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

**SECTION VII
PROPOSAL REQUIREMENTS CHECKLIST
RFP #13-08**

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Section 1.01 CHECK LIST	FORMS ATTACHED	
Proposal Package: One (1) original and Four (4) copies	Yes _____	No _____
Proposal Form	Yes _____	No _____
List of Proposed Sub-Contractors	Yes _____	No _____
Contract/Agreement	Yes _____	No _____
Proposal Confirmation	Yes _____	No _____
Equipment List	Yes _____	No _____
Scope of Services/Plan	Yes _____	No _____
Proposer's Qualifications	Yes _____	No _____
Proposer's References	Yes _____	No _____
Indemnification Clause	Yes _____	No _____
Non-Collusive Affidavit	Yes _____	No _____
Drug-Free Workplace Form	Yes _____	No _____
Sworn Statement on Public Entity Crimes	Yes _____	No _____
Exception to the Request for Proposals	Yes _____	No _____
Proposal Bond	Yes _____	No _____
Performance Bond	Yes _____	No _____
Addendum Acknowledgement Form	Yes _____	No _____
Anti-Kickback Affidavit	Yes _____	No _____
Proof of Insurance	Yes _____	No _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

4. If Proposer is an individual or a partnership, answer the following: _____

- a. Date of organization: _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PROPOSER'S QUALIFICATIONS (CONTINUED)**

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

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

a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name _____

Title _____

Phone #: _____

Email: _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: _____

Signature

Print Name

Company

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

Company - Contractor

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:

Secretary

By _____ (Seal)
President

Witness

Contractor Signature

END OF SECTION

**SECTION XII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
REFERENCES**

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

2. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

3. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

4. Name of Firm, Town, County or Agency: _____
Address: _____
Contact: _____ Title: _____ Telephone :(____) _____
Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.

**SECTION XIV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
NON-COLLUSIVE AFFIDAVIT**

State of _____ }
 } SS:
County of _____ }

_____ being first duly sworn deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

Printed Name

Title

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of _____)

) SS:

County of _____)

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

WITNESS, my hand and official seal this ____ day of _____, 2013.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

**SECTION XV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
DRUG-FREE WORKPLACE FORM**

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

(Name of Business)

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

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

Proposer's Signature

Date

Print Name

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

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

1. This sworn statement is submitted to the Town of Cutler Bay

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. Te term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

END OF SECTION

**SECTION XVI
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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

Proposer's Name

Proposer's Signature

Sworn to and subscribed before me this _____ day of _____, 2013.

Personally known _____

OR produced identification _____ Notary Public State of Florida at Large

(Type of identification)

My commission expires _____

(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

**SECTION XVIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of fifteen-thousand dollars (\$15,000.00).

Fifteen Thousand Dollars
(Written Dollar Amount)

dollars (\$ 15,000.00) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

EMERGENCY DEBRIS REMOVAL SERVICES

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP # 13-08**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of fifteen thousand dollars (\$15,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to fifteen-thousand dollars (\$15,000.00), satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____

as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by its

_____ and attested in its name by its _____ under its

corporate seal, this _____ day of _____ A.D., 2013.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____

BY: _____

As to Principal

NAME: _____

Surety

BY: _____

Attorney-in-Fact
(Power-of-Attorney to be attached)

As to Surety

BY: _____

Resident Agent

END OF SECTION

SECTION XIX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP # 13-08
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of four hundred thousand dollars (\$400,000.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Emergency Debris Removal Services, RFP# 13-08, awarded via Town of Cutler Bay Resolution # ____ the ____ day of _____, 2013 with Owner for **XXXXXXXXXXXXXXXXXX** in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Emergency Debris Removal Services for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
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.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PERFORMANCE BOND (CONTINUED)**

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2013.

WITNESSES:

Name of Corporation

Secretary

By: _____
Signature and Title

[CORPORATE SEAL]

Type Name and Title signed above

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
PERFORMANCE BOND (CONTINUED)**

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
Street

Town/State/Zip Code

Telephone No.: _____

END OF SECTION

**SECTION XX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS REMOVAL SERVICES
RFP #13-08
ADDENDUM ACKNOWLEDGEMENT FORM**

Addendum #Date Received

_____	_____
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Proposer:

Company Name

Signature

Printed Name & Title

END OF SECTION

