



AGENDA

SPECIAL COMMISSION MEETING

6:00 PM - Wednesday, September 28, 2022

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
6. PRESENTATIONS
7. CONSENT AGENDA
8. RESOLUTIONS - NONE
9. ORDINANCES - NONE
10. OLD BUSINESS - NONE
 - 10.1. Public Works Auxiliary Storage Facility for Police Station Build-Out - Mayor Jacobs 3 - 20

We are recommending approval.
[Agenda Item Report - AIR-22-074 - Pdf storage](#)
[IMG_0780\[1\]](#)
[IMG_0781\[1\]](#)
[Item # 14.6 Public Works Auxiliary Storage](#)
11. NEW BUSINESS
 - 11.1. Police Coverage - Town Manager Jimenez
 - 11.2. Law Enforcement Mutual Aid Agreement for Voluntary Cooperation and Operational Assistance - Town Attorney Anderson 21 - 43

[Mutual Aid Agreement - \(002\)](#)
[Signature Page](#)
 - 11.3. Police Uniforms - Interim Police Chief Howard 44 - 53

Staff recommends approval of purchase of police uniforms from the City of Hallandale Contract at Lous Police Supply
[Agenda Item Report - AIR-22-150 - Pdf](#)
 - 11.4. BVP Grant for purchase of ballistic vests for our officers - Interim Police Chief Howard 54 - 56

Staff recommends acceptance of this grant

[Agenda Item Report - AIR-22-146 - Pdf](#)

- 11.5. First Amendment To RFP 19-02 Disaster Debris Removal Agreement 57 - 296
With All Vendors - Public Services Director Clark

Staff is seeking Commission approval for the renewal of the contract

[Agenda Item Report - AIR-22-156 - Pdf](#)

12. ATTORNEY COMMENTS
13. TOWN MANAGER COMMENTS
14. COMMISSIONER COMMENTS
Clerk Commissioner Hodgkins
Vice Mayor Dieuveille
Mayor Jacobs
15. ANNOUNCEMENTS
16. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

Marlen D. Martell
Town Clerk

AGENDA ITEM REPORT



To:

Subject: Public Works Auxiliary Storage Facility for Police Station Build-Out

Meeting: AGENDA WORKSHOP COMMISSION MEETING - June 22, 2022

Department: Public Works

Staff Contact: Robert Clark, Public Services Director

BACKGROUND INFORMATION:

The proposed storage facility will be for our lawnmowers, equipment, etc that needs to be removed from the garage area.

RECOMMENDATION:

We are recommending approval.

ATTACHMENTS:

[storage](#)
[storage_1](#)
[storage_2](#)
[storage_3](#)
[storage_4](#)
[storage_5](#)
[storage_6](#)
[storage_7](#)
[storage_8](#)

	Status:
Christian Noel, Accounts Payable	Approved - Jun 17 2022
Melissa Anderson, Town Attorney	Approved - Jun 20 2022
JC Jimenez, Town Manager	Approved - Jun 21 2022
Marlen Martell, Town Clerk	Approved - Jun 22 2022























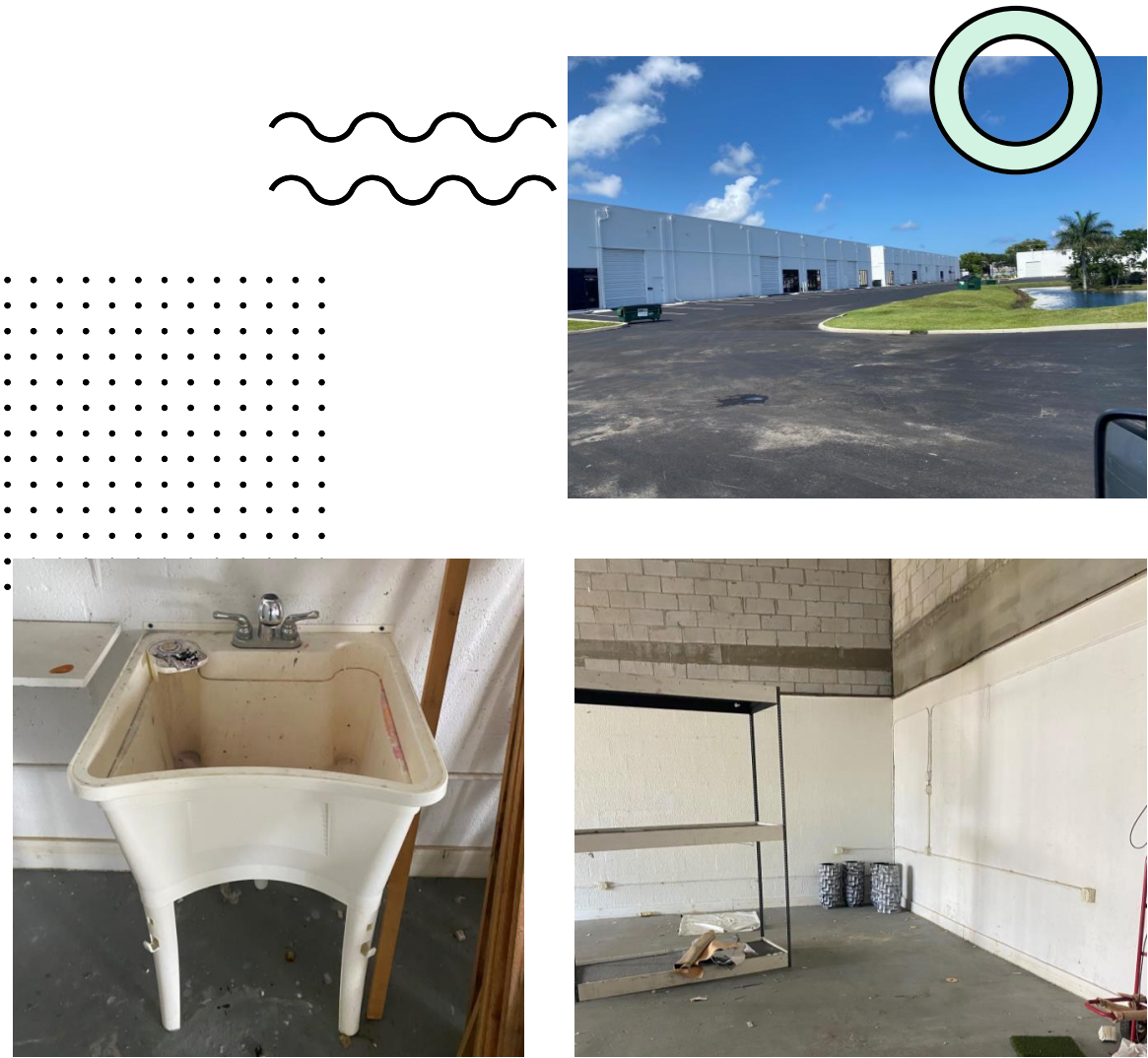


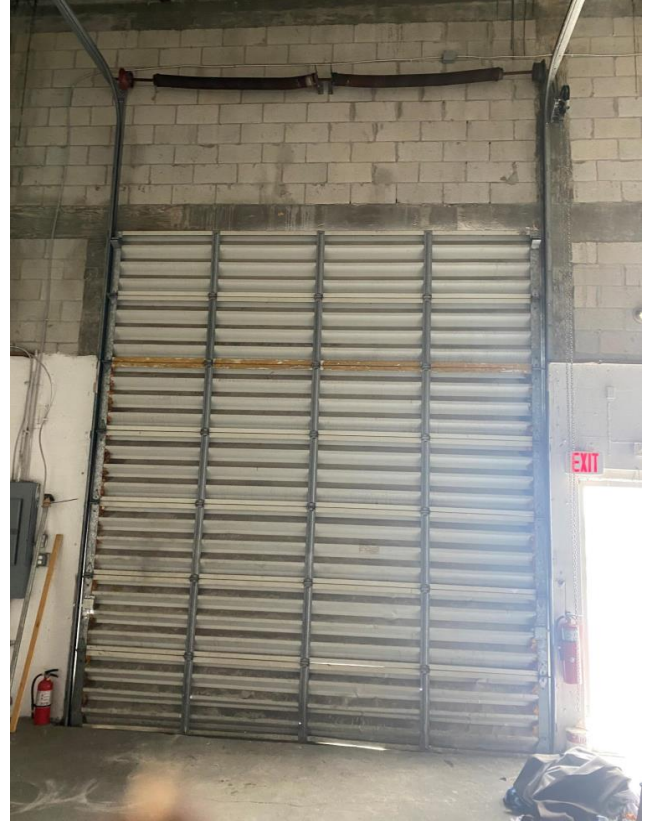
PUBLIC WORKS STORAGE E FACILITY

POLICE STATION BUILD
OUT

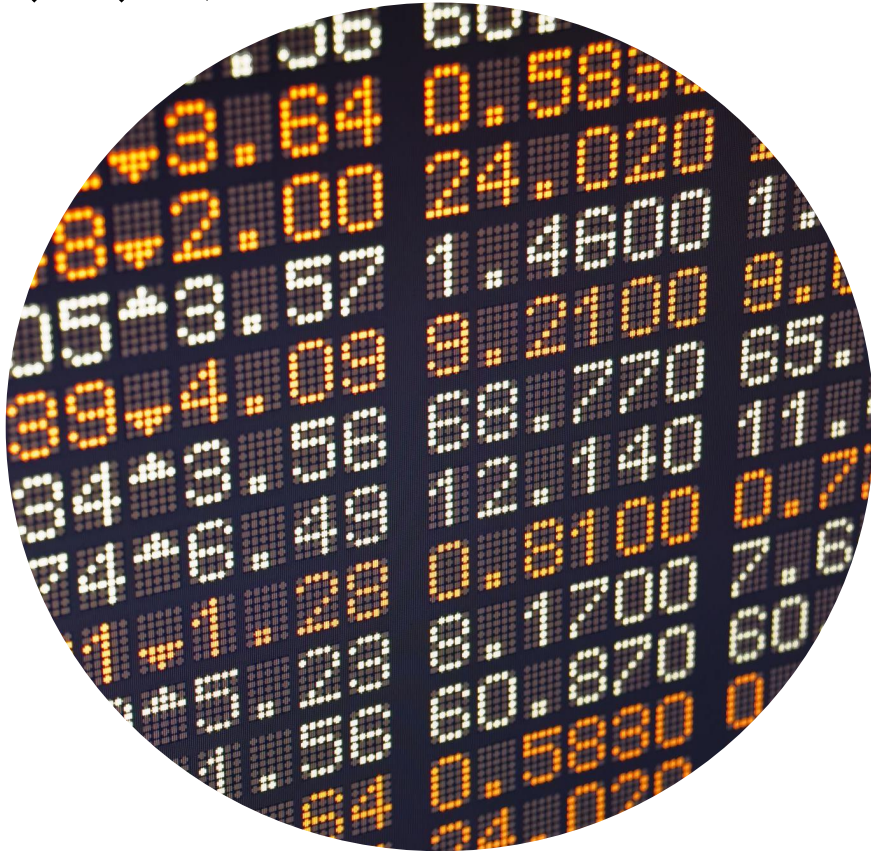
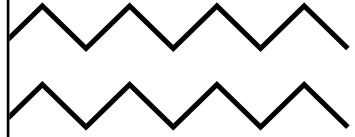


P R O P O S E D
F A C I L I T Y









Total Costs

- \$2,000 monthly
- \$24,000 annually



LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

The undersigned Governmental entities in Broward County, Florida, together establish this mutual aid agreement pursuant to Section 23.1225(1),(2), Florida Statutes, known as the Florida Mutual Aid Act. In accordance with the authority granted therein, the jurisdictions agree to the following agreement covering voluntary cooperation and operational assistance. The Agreement provides for law enforcement activities across jurisdictional lines in certain defined circumstances for the purpose of protecting the public peace and safety and preserving the lives and property of the citizens of each Governmental Entity.

The undersigned Governmental Entities agree to permit voluntary cooperation and assistance, one to the other, in specified routine law enforcement activities across their respective jurisdictional lines in the described situations and under the terms and procedures outlined below.

- I. VOLUNTARY COOPERATION:** The undersigned Governmental Entities recognize that an increasing number of criminals are operating in more than one jurisdiction, and that there is a need for a continuing multi-city response to this threat. The following Voluntary Cooperation Agreement is created to provide this capability:

A. In-Progress Crime Assistance:

1. Whenever an on-duty Law Enforcement Officer from one jurisdiction views a felony or misdemeanor occurring in the cooperating jurisdiction, the Law Enforcement Officer may physically arrest the perpetrator and preserve the crime scene. Control of both the person(s) apprehended and the crime scene will be relinquished to the first available officer from the jurisdiction in which the incident occurs. Whenever remaining at the scene exposes either the officer or the subject to imminent physical danger, the subject and any physical evidence may be transported or otherwise relocated.
2. It is the intent of the undersigned Governmental Entities that this subsection apply to off-duty Law Enforcement Officer subject to the specific rules and regulations as promulgated by each agency.

B. Voluntary Investigations:

1. On-duty officers from one jurisdiction may conduct investigations, that originate in their jurisdiction, in any of the undersigned jurisdictions. If enforcement action is

anticipated, the locations and nature of the investigation will be told to the agency's on-duty communications liaison person.

C. Traffic Control Assistance:

1. Whenever a traffic crash involving suspected injuries of a serious nature is reported to the jurisdiction in which the crash occurred, and that law enforcement agency is unable to provide the immediate response necessary to render aid to the injured or prevent further injury, the cooperating agency may be contacted for assistance. The cooperation effort shall be restricted to necessary first aid and traffic direction.

2. Hazardous Traffic Conditions Assistance

a) In a situation where automated traffic control devices located within the jurisdictional boundaries of one agency have malfunctioned and a traffic crash is imminent unless control is established immediately, cooperation may be provided.

b) Where an incident occurs on a roadway or so near thereto that the potential for traffic crashes appears imminent, cooperation may be provided.

3. The cooperative efforts for traffic crashes and/or hazardous traffic conditions outlined above shall be restricted to the necessary and standard traffic control and direction activities and shall not include traffic enforcement. Control of the incident shall be immediately relinquished to the first available officer from the agency having jurisdictional responsibility.

4. Pre-arranged Traffic Enforcement Programs:

Each agency may request and render assistance in carrying out prearranged traffic enforcement activities/programs, including, but not limited to, DUI checkpoints, vehicle safety inspection checks, driver's license checks and speed limit enforcement points.

5. Traffic Escort Services:

Each agency may request and render assistance in providing traffic escort services.

D. Terms and Procedures:

1. A participating agency will answer for voluntary cooperation only to the extent that the available personnel and equipment are not required for adequate protection of that agency. The commander of the agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for cooperative assistance.

2. A request for voluntary cooperation shall be made by the commander of the agency, or his designee.

3. Voluntary cooperation can also be initiated by an on-duty officer who views an in-progress crime, traffic crash or need for traffic control in the other cooperating agency's jurisdiction.

The supervising authority of that employee shall be notified immediately to enable that supervisor to authorize and direct actions taken by the employee.

4. An officer taking voluntary action should notify the communications liaison person in the assisted agency as soon as possible. The assisted agency shall relieve the assisting officer(s) as soon as possible.

5. Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights, and immunities as if they were taking the action within their employing jurisdiction.

6. Law Enforcement Officers or employees responding to a voluntary cooperation request shall be under the direction and authority of the commanding officers of the agency to which they are called. However, each Law Enforcement Officer shall be governed by and must comply with the policies and procedures of their Agencies.

7. All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency, unless the requesting agency is reimbursed by other authorities, persons or political entities.

8. Each agency shall be responsible for bearing its own costs associated with the loss or damage to any equipment or property of that agency during a voluntary cooperation situation. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

9. Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

10. Each agency shall promulgate rules and regulations concerning the status of its off-duty Law Enforcement Officers as applied to In-Progress Crime Assistance.

II. OPERATIONAL ASSISTANCE: The undersigned Governmental Entities recognize that special public safety problems arise on an occasional basis that require additional law enforcement personnel. The following Operational Assistance Agreement is created to provide the Governmental Entities a way to give and receive aid.

A. "Forcible Felony" Requests:

When one agency has reported a forcible felony as defined in Florida Statutes Section 776.08, and that agency is unable to provide the immediate response necessary to prevent imminent death, great bodily harm or substantial property loss as a result of said

forcible felony, that jurisdiction may request the operational assistance of the other agency.

B. Search for Fugitive or Missing Person Requests:

1. When one agency is conducting a search for a fugitive whose presence is known or is reasonably believed to be in that jurisdiction, and immediate assistance to apprehend said fugitive is necessary in order to prevent continued freedom of the fugitive or to protect nearby persons or property from an imminent threat created by said fugitive's presence, that agency may request cooperative assistance.
2. When one agency is conducting a search for a missing person whose presence is known or is reasonably believed to be in that jurisdiction, and immediate assistance is necessary in order to take the missing person into custody or to protect nearby persons or property from an imminent threat created by the incident, that agency may request operational assistance.

C. Other Spontaneous Incidents:

1. Other major spontaneous incidents or situations not meeting the criteria designating a disaster as outlined in Chapter 252, Florida Statutes, may form the basis for an operational assistance request, provided the assistance is reasonably necessary to avoid or quell a major calamity affecting the safety of persons or property.
2. Operational assistance may be requested and supplied for special events and conditions that occur for extended periods of time. The assistance may include patrol services.

D. Terms and Procedures:

1. A request for operational assistance shall be made by the commander of the agency, or his designee.
2. A participating agency will provide operational assistance only to the extent that the personnel and equipment are not required for the adequate protection of that agency. The commander of the agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for operational assistance.
3. Whenever the employees of one party to this Agreement are rendering aid to the other party pursuant to the authority contained in this agreement, such employees shall have the same powers, duties, rights and immunities as if taking action within their employing jurisdiction.

4. Law Enforcement Officers or employees responding to an operational assistance request shall be under the direction and authority of the commanding officers of the agency to which they are called. However, each Law Enforcement Officer shall be governed by and must comply with the policies and procedures of their own agencies.

5. All wage and disability payments, pensions, worker's compensation claims and medical expenses shall be paid by the employing agency, unless the requesting agency is reimbursed by other authorities, persons or political entities. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

6. Each agency shall be responsible for bearing its own costs associated with the loss or damage of any equipment or property of that agency during an operational assistance situation. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, exceed the limits of liability set forth in section 768.28 Florida Statutes, or waive any immunities or its sovereign immunity.

7. Each agency shall bear all costs associated with any negligent act taken by an employee of their own agency. Notwithstanding anything contained herein to the contrary, under no circumstances shall the liability of any agency, pursuant to this Voluntary Cooperation Agreement, exceed the limits of liability set forth in s. 768.28, FS, as amended.

III. SEVERANCE/TERMINATION: Any of the undersigned Governmental Entities shall have the unconditional right to withdraw from this Agreement upon giving a thirty (30) day written notice to the Sheriff and each Police Chief of the remaining member entities.

IV. EXECUTION OF MUTUAL AID AGREEMENT: This Mutual Aid Agreement may be entered into by a law enforcement agency through its execution by the chief executive officer of the agency who is authorized to contractually bind the agency pursuant to Section 23.1225(3), Fla. Stat.

V. GOVERNMENTAL ENTITIES: The following governmental entities have entered into and are part of this Law Enforcement Mutual Aid Agreement for Voluntary cooperation and Operational Assistance:

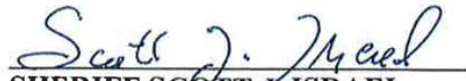
- i. Broward County Sheriff's Office
- ii. City of Coconut Creek
- iii. City of Coral Springs
- iv. Town of Davie
- v. City of Fort Lauderdale
- vi. City of Hallandale Beach
- vii. Town of Hillsboro Beach
- viii. City of Hollywood

- ix. City of Lauderdale
- x. City of Lighthouse Point
- xi. City of Margate
- xii. City of Miramar
- xiii. City of Pembroke Pines
- xiv. City of Plantation
- xv. Village of Sea Ranch Lakes
- xvi. City of Sunrise
- xvii. City of Wilton Manors

VI. DURATION OF AGREEMENT: This Agreement shall be in effect from January 1, 2019 to December 31, 2028, among those Governmental Entities executing this agreement. It may be renewed, extended or modified only by written agreement executed by each Governmental Entity.

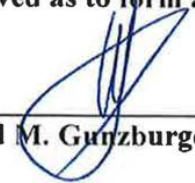
IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

BROWARD SHERIFF'S OFFICE


SHERIFF SCOTT J. ISRAEL

Date: 12/17/18

Approved as to form and content:


Ronald M. Gunzburger, General Counsel
cf

Date: 12/14/18

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

CITY OF COCONUT CREEK

By: Mary C. Blasi
Mary C. Blasi
City Manager
12/10/18
Date

ATTEST:

Leslie Wallace May
Leslie Wallace May, City Clerk
12/10/18
Date

APPROVED AS TO FORM:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney
12/10/18
Date

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF CORAL SPRINGS POLICE DEPARTMENT


CHIEF CLYDE PARRY

Date: 2/7/19

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

FORT LAUDERDALE POLICE DEPARTMENT


Rick Maglione, Chief of Police
Authorized Representative

Date: 10/30/18

THE CITY OF FORT LAUDERDALE


Lee R. Feldman, City Manager
Pursuant to Resolution of the City
Commission 00-24 and §23.1225(3),
Fla. Stat.

Date: 11.2.18

Approved as to form and content:

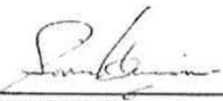

Bradley H. Weissman
Assistant City Attorney/Police Legal Advisor

Date: 10-27-18

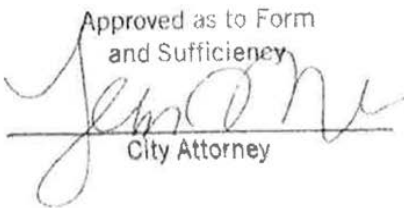
**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

CITY OF HALLANDALE BEACH POLICE DEPARTMENT


CHIEF SONIA QUINONES

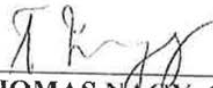
Date: 11-5-18

Approved as to Form
and Sufficiency

City Attorney

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

TOWN OF HILLSBORO BEACH POLICE DEPARTMENT



THOMAS NAGY, CHIEF OF POLICE

Date: 12/18/2018

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

CITY OF HOLLYWOOD POLICE DEPARTMENT



CHIEF CHRIS O'BRIEN

Date: 10-17-18

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Entity

CITY OF LAUDERHILL POLICE DEPARTMENT


Constance Stanley, Chief of Police

Date: 01/08/2019

LAW ENFORCEMENT MUTUAL AID AGREEMENT

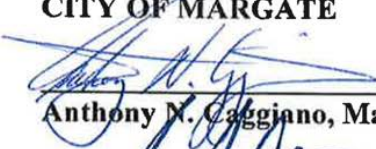
FOR

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

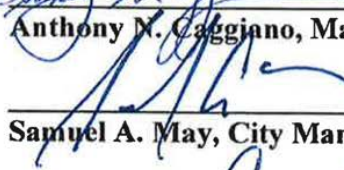
RESOLUTION # 18-162

CITY OF MARGATE



Anthony N. Caggiano, Mayor

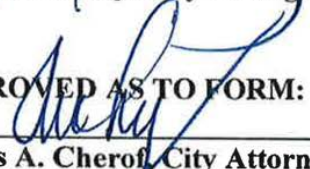
Date: 12/12/18



Samuel A. May, City Manager

Date: 12/13/18

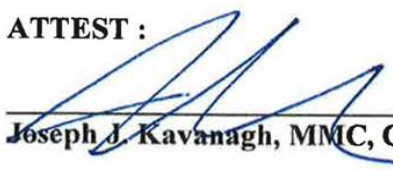
APPROVED AS TO FORM:



James A. Cherof, City Attorney

Date: 12/13/18

ATTEST :



Joseph J. Kavanagh, MMC, City Clerk

Date: 12/18/18

**BROWARD COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL
ASSISTANCE**

CITY OF MIRAMAR, FLORIDA

for
By: 
Vernon E. Hargray, City Manager

ATTEST:


Denise A Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By: 
Weiss Serota Helfman
Cole & Bierman, P.L.
City Attorney

POLICE, RG, BROWARD COUNTY MUTUAL AID AGREEMENT (JAN 1, 2019 to DEC 31, 2028)

LAW ENFORCEMENT MUTUAL AID AGREEMENT

FOR

VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF PEMBROKE PINES POLICE DEPARTMENT



DAN GIUSTINO, CHIEF OF POLICE

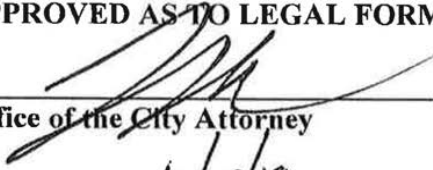
Date: 12-13-18



CHARLES F. DODGE, CITY MANAGER

Date: 12/12/18

APPROVED AS TO LEGAL FORM



Office of the City Attorney

DATED: 11/5/18

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF PLANTATION POLICE DEPARTMENT

BY: 
W. HOWARD HARRISSON, CHIEF OF POLICE

Date: 12-5-18

APPROVED AS TO FORM:


MELISSA ZELNIKER-PRESSER
POLICE LEGAL ADVISOR

Date: 12/5/18

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

CITY OF SUNRISE POLICE DEPARTMENT


ROGELIO J. TORRES JR., DEPUTY CHIEF Date: 12-31-18
ANTHONY W. ROSA, CHIEF OF POLICE

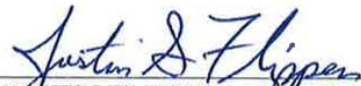
LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature Page of Participating Governmental Entity

ATTEST:

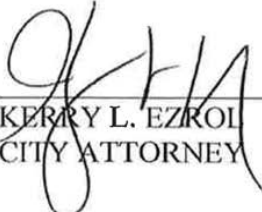

FAITH LOMBARDO
CITY CLERK

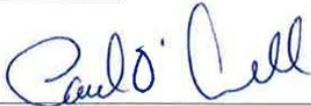
CITY OF WILTON MANORS

BY: 
JUSTIN FLIPPEN, MAYOR

CITY OF WILTON MANORS POLICE
DEPARTMENT

APPROVED AS TO FORM


KERRY L. EZROL
CITY ATTORNEY

BY: 
PAUL O'CONNELL, CHIEF OF POLICE


DATE

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

Signature Page of Participating Governmental Entity

TOWN OF DAVIE POLICE DEPARTMENT



Chief Dale Engle

Date:

7-3-19

**LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date(s) set forth below:

BROWARD COUNTY PUBLIC SCHOOL

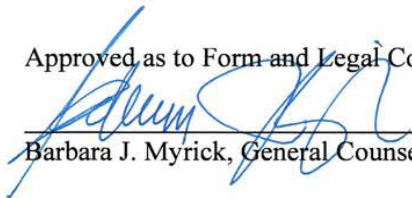


Robert W. Runcie, Superintendent of Schools

2/21/2021

Date

Approved as to Form and Legal Content



Barbara J. Myrick, General Counsel

LAW ENFORCEMENT MUTUAL AID AGREEMENT
FOR
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE

Signature page of Participating Governmental Entity

TOWN OF PEMBROKE PARK

ATTEST:

BY:

MARLEN D. MARTELL,
TOWN CLERK

GEOFFREY JACOBS,
MAYOR

APPROVED AS TO FORM:

TOWN OF PEMBROKE PARK POLICE
DEPARTMENT

BY:

MELISSA P. ANDERSON,
TOWN ATTORNEY

DAVID HOWARD,
INTERIM CHIEF OF POLICE

DATE

AGENDA ITEM REPORT



To:

Subject: Police Uniforms

Meeting: AGENDA REGULAR COMMISSION MEETING - September 14, 2022

Department: Police Department

Staff Contact: David Howard, Interim Chief of Police

FINANCIAL IMPACT:

\$25,000

RECOMMENDATION:

Staff recommends approval of purchase of police uniforms from the City of Hallandale Contract at Lou's Police Supply

ATTACHMENTS:

[Hallandale contract](#)

[Lou's Police Supply](#)

REVISED - BID PRICE SHEETS AS OF 12/9/2019

- I. Bidder must use the Bid Price Sheet below to submit Bidders price for this Project.
- II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.
- III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- IV. Bidder must completely fill out each column below, i.e. unit price and total.
- V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.
- VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.

ADDENDUM # 2 REVISED BID PRICE SHEET 12-9-2019 MANUFACTURER – BLAUER				
<i>Please note: The award of contract will only be made to one (1) Firm that carries both brands Blauer and 5.11.</i>				
Item #1- Description Section: MEN'S – SHIRT – LONG SLEEVE (LS)	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER (LS) ZIPPERED POLYESTER SHIRT: STYLE # 8600-Z – DARK NAVY OR WHITE	Finishing Requirements must include: Sew Embroidered Name (First Initial, Last Name) on shirt, HBPD Patch Sewn on Each Sleeve and Sew Embroidered Hashmark(s) on Left Sleeve. All requirements are to be inclusive in the unit price.			
Standard Size (14 -18.5)	30	EACH	\$46.49	\$1,394.70
Item #2 -- Description Section: MEN'S - SHIRT - SHORT SLEEVE (SS)	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER (SS) ZIPPERED POLYESTER SHIRT: STYLE # 8610-Z – DARK NAVY OR WHITE	Finishing Requirements must include: Sew Embroidered Name (First Initial, Last Name) on shirt, HBPD Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.			
Standard Size (14-18.5)	150	EACH	\$40.95	\$6,142.50

Item #3 - Description Section: MEN'S - SHIRT - SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER SS POLYESTER ARMORSKIN BASE SHIRT: STYLE # 8372 - DARK NAVY, WHITE, BLACK, OR MEDIUM BLUE	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name) and HBPD Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.			
Standard Size (14-18.5)	125	EACH	\$48.70	\$6,087.50
Item #4 - Description Section: MEN'S - SHIRT - SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER SS POLYESTER ARMORSKIN BASE SHIRT: STYLE # 8372 - DARK NAVY, WHITE, BLACK, OR MEDIUM BLUE	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve and Embroidered Rank Insignia on Each Collar. All requirements are to be inclusive in the unit price.			
Standard Size (14-18.5)	20	EACH	\$52.65	\$1,053.00
Item #5 - Description Section: MEN'S POLICE POLO - LONG SLEEVE (LS)	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER LS POLYESTER ARMORSKIN BASE SHIRT: STYLE # 8371 - DARK NAVY, WHITE, BLACK, OR MEDIUM BLUE	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.			
Standard Size (XS-2XL)	10	EACH	\$51.50	\$515.00
Item #6 - Description Section: POLICE POLO - LONG SLEEVE (LS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (LS) POLYESTER ARMORSKIN BASE SHIRT: STYLE # 8371 - DARK NAVY, WHITE, BLACK, OR MEDIUM BLUE	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve, Embroidered Rank Insignia on Each Collar. All requirements are to be inclusive in the unit price.			
Standard Size (XS - 2XL)	10	EACH	\$55.50	\$555.00
Item #7 - Description Section: MEN'S - SHIRT - SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (SS) POLYESTER SUPERSHIRT (MEN'S): STYLE # 8675 - MEDIUM BLUE.	Finishing Requirements must include: Sew Embroidered Name (First Initial, Last Name) on shirt, HBPD Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.			
Standard Size (14-18.5)	20	EACH	\$48.95	\$979.00

Item #8 - Description Section: MEN'S - UNIFORM TROUSER	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER 4 - PKT POLYESTER TROUSERS: STYLE # 8650T - DARK NAVY.	Alterations are to be inclusive in the unit price.			
Standard Size (28-42)	150	EACH	\$38.25	\$ 5,737.50
Item #9 - Description Section: MEN'S - UNIFORM TROUSER	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER 6-PKT POLYESTER TROUSERS: STYLE # 8657T - DARK NAVY.	Alterations are to be inclusive in the unit price.			
Standard Size (28-42)	150	EACH	\$ 48.95	\$ 7,342.50
Item #10 - Description Section: MEN'S - UNIFORM TROUSER	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER 4 - PKT POLYESTER TROUSERS: STYLE # 8650T - DARK NAVY.	Honor Guard only: Requires gold stripe on pants sides Alterations are to be inclusive in the unit price.			
Standard Size (28-42)	5	EACH	\$58.25	\$ 291.25
Item #11- Description Section: MEN'S - SHIRT - LONG SLEEVE (LS)	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER (LS) ZIPPERED POLYESTER SHIRT: STYLE # 8600-2 - DARK NAVY OR WHITE	Honor Guard only: Finishing Requirements must include: Sew Embroidered Patch on Both Sleeves, Sew Embroidered Hashmark(s) on Left Sleeve and add four (4) gold buttons. All requirements are to be inclusive in the unit price.			
Standard Size (14 -18.5)	5	EACH	\$47.65	\$ 238.25
Item #12 - Description Section: BIKE PATROL POLO	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER COLORBLOCK PERFORMANCE POLO: STYLE #8133 - DARK NAVY WITH ROYAL BLUE.	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve and Reflective "POLICE" Silk Screen on back. All requirements are to be inclusive in the unit price.			
Standard Size (XS - 2XL)	10	EACH	\$79.70	\$ 797.00

Item #13 - Description Section: BIKE PATROL SHORTS	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Price
BLAUER FLEXFORCE BIKE SHORTS: STYLE # 8842 - DARK NAVY.				
Standard Size (28 - 44)	10	EACH	\$ 61.95	\$ 619.50
Item #14 - Description Section: PATROL WINTER JACKET	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER SOFTSHELL FLEECE JACKET: STYLE # 4660 - DARK NAVY. Finishing Requirements must include: Sew Embroidered Patch on Both Sleeves and Reflective "POLICE" Silk Screen on front and back. All requirements are to be inclusive in the unit price.				
Standard Size (XS - 2XL)	40	EACH	\$ 113.00	\$ 4,520.00
Item #15 - Description Section: WOMEN'S - SHIRT - LONG SLEEVE (LS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (LS) ZIPPERED POLYESTER SHIRT (WOMEN'S): STYLE # 8600W-Z - DARK NAVY OR WHITE Finishing Requirements must include: Sew Embroidered Name (First Initial, Last Name) on shirt, HBPDP Patch Sewn on Each Sleeve and Sew Embroidered Hashmark(s) on Left Sleeve. All requirements are to be inclusive in the unit price.				
Standard Size (30-46)	15	EACH	\$ 46.49	\$ 697.35
Item #16 - Description Section: WOMEN'S - SHIRT - SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (SS) ZIPPERED POLYESTER SHIRT (WOMEN'S): STYLE # 8610W-Z - DARK NAVY OR WHITE Finishing Requirements must include: Sew Embroidered Name (First Initial, Last Name) on shirt, HBPDP Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.				
Standard Size (30 - 46)	30	EACH	\$ 40.95	\$ 1,228.50
Item #17 - Description Section: WOMEN'S - SHIRT - SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (SS) POLYESTER SUPERSHIRT (WOMEN'S): STYLE # 8675W - MEDIUM BLUE. Finishing Requirements must include: Sew Embroidered Name (First Initial, Last Name) on shirt, HBPDP Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.				
Standard Size (14-18.5)	30	EACH	\$ 48.95	\$ 1,468.50

Item #18 - Description Section: WOMEN'S POLICE POLO – SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (SS) POLYESTER ARMORSKIN BASE SHIRT (WOMEN'S): STYLE # 8372W - DARK NAVY OR BLACK	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.			
Standard Size (XS - 2XL)	20	EACH	\$ 48.70	\$ 974.00
Item #19 - Description Section: WOMEN'S POLICE POLO – SHORT SLEEVE (SS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (SS) POLYESTER ARMORSKIN BASE SHIRT (WOMEN'S): STYLE # 8372W - DARK NAVY OR BLACK	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve and Embroidered Rank Insignia on Each Collar. All requirements are to be inclusive in the unit price.			
Standard Size (XS - 2XL)	3	EACH	\$ 52.65	\$ 157.95
Item #20 - Description Section: WOMEN'S POLICE POLO – LONG SLEEVE (LS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (LS) POLYESTER ARMORSKIN BASE SHIRT (WOMEN'S): STYLE # 8371W - DARK NAVY OR BLACK	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve All requirements are to be inclusive in the unit price.			
Standard Size (XS - 2XL)	10	EACH	\$ 51.50	\$ 515.00
Item #21 - Description Section: WOMEN'S POLICE POLO – LONG SLEEVE (LS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (LS) POLYESTER ARMORSKIN BASE SHIRT (WOMEN'S): STYLE # 8371W - DARK NAVY OR BLACK	Finishing Requirements must include: Embroidered Badge on Shirt, Embroidered Name (First Initial, Last Name), HBPD Patch Sewn on Each Sleeve, and Embroidered Rank Insignia on Each Collar. All requirements are to be inclusive in the unit price.			
Standard Size (XS - 2XL)	3	EACH	\$ 55.50	\$ 166.50
Item #22 - Description Section: WOMEN'S - SHIRT - LONG SLEEVE (LS)	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER (LS) ZIPPERED POLYESTER SHIRT (WOMEN'S): STYLE # 8600W-Z - DARK NAVY OR WHITE	Honor Guard only: Finishing Requirements must include: Sew Embroidered Patch on Both Sleeves, Sew Embroidered Hashmark(s) on Left Sleeve and add four (4) gold buttons. All requirements are to be inclusive in the unit price.			
Standard Size (30-46)	3	EACH	\$ 47.65	\$ 142.95

RE-BID # FY 2017-2018-014-001
CITY OF HALLANDALE BEACH
POLICE DEPARTMENT UNIFORM PURCHASES

CITY OF HALLANDALE BEACH
ADDENDUM # 2
REVISED PRICE SHEET 12-9-2019

Item #23 - Description Section: WOMEN'S - UNIFORM TROUSER	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER 4-PKT POLYESTER TROUSERS: STYLE # 8650WT - DARK NAVY.	Alterations are to be inclusive in the unit price.			
Standard Size (2 - 18)	50	EACH	\$38.25	\$ 1,912.50
Item #24 - Description Section: WOMEN'S - UNIFORM TROUSER	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER 4-PKT POLYESTER TROUSERS: STYLE # 8650WT - DARK NAVY.	Honor Guard only: Requires gold stripe on pants sides Alterations are to be inclusive in the unit price.			
Standard Size (2 - 18)	3	EACH	\$58.25	\$ 174.75
Item #25 - Description Section: WOMEN'S - UNIFORM TROUSER	Estimated Yearly Quantity	UOM	Unit Price	Total Price
BLAUER 6-PKT POLYESTER TROUSERS: STYLE # 8657WT - DARK NAVY.	Alterations are to be inclusive in the unit price.			
Standard Size (2 - 18)	50	EACH	\$ 48.95	\$ 2,447.50
TOTAL BID PRICE ITEMS 1-25		\$	46,158.20	

ADDENDUM # 2 REVISED BID PRICE SHEET 12-9-2019 MANUFACTURER – 5.11 INC.				
<i>Please note: The award of contract will only be to one (1) Firm that carries both brands Blauer and 5.11 Inc.</i>				
Item #1 Description Section: UNIFORM TROUSER	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Unit Price
5.11 APEX PANT W/FLEX-TAC: STYLE #74434 – KHAKI (055), BLACK (019), or DARK NAVY (724)	Alterations are to be inclusive in the unit price.			
Standard Size (28 - 44)	60	EACH	\$ 56.50	\$ 3,390.00
Item #2 Description Section: PATROL SHORTS	Estimated Yearly Quantity	Unit of Measure (UOM)	Unit Price	Total Unit Price
5.11 PATROL SHORTS: STYLE # 43057 - DARK NAVY, 9 INCH INSEAM.	Size/Finishing Requirements: 9 Inch Inseam.			
Standard Size (28 - 44)	25	EACH	\$ 48.00	\$ 1,200.00
Item #3 Description Section: PATROL TacLite Pro Pant				
5.11 PATROL TAC CARGO PANTS: STYLE # 74273 - DARK NAVY (724) COYOTE (120), BLACK (019)	Alterations are to be inclusive in the unit price.			
Standard Size (28 - 44)	10	EACH	\$ 38.95	\$ 389.50
TOTAL BID PRICE ITEMS 1-3			\$ 4,979.50	
TOTAL BID PRICE FOR BLAUER ITEMS 1-25 AND 5.11 ITEMS 1-3.			\$ 51,137.70	

ADDENDUM #2 REVISED BID PRICE SHEET 12-9-2019 MANUFACTURER BLAUER ADDITIONAL COST FOR NON-STANDARD SIZES		
Item No.	Description	Unit Price
1.	Uniform Shirts Long Sleeve (LS) larger than <u>19</u> will be a cost of (State in Unit Price)	\$56.25
2.	Uniform Shirts Short Sleeve (SS) larger than <u>19</u> will be a cost of (State in Unit Price)	\$49.70
3.	Uniform Police Polo Shirts Long Sleeve (LS) larger than <u>4X</u> will be a cost of (State in Unit Price)	\$65.25
4.	Uniform Police Polo Shirts Short Sleeve (SS) larger than <u>4X</u> will be a cost of (State in Unit Price)	\$61.95
5.	Uniform Bike Patrol Polos larger than <u>4X</u> will be a cost of (State in Unit Price)	\$90.95
6.	Uniform Trousers (4 pocket) larger than <u>44</u> will be a cost of (State in Unit Price)	\$48.95
7.	Uniform Trousers larger (6 pocket) than <u>44</u> will be a cost of (State in Unit Price)	\$64.95
8.	Uniform Bike Patrol Shorts larger than <u>44</u> will be a cost of (State in Unit Price)	\$78.95
9.	Uniform Patrol Winter Jacket larger than <u>3X</u> will be a cost of (State in Unit Price)	\$138.95

REVISED BID PRICE SHEET 12-9-2019 MANUFACTURER 5.11 INC. ADDITIONAL COST FOR NON-STANDARD SIZES		
Item No.	Description	Unit Price
1.	Apex Trousers larger than <u>44</u> will be a cost of (State in Unit Price) <u>sizes go up to 44 only</u>	\$
2.	Uniform Patrol Shorts larger than <u>44</u> will be a cost of (State in Unit Price) <u>sizes go up to 44 only</u>	\$
3.	Patrol Tac Cargo larger than <u>44</u> will be a cost of (State in Unit Price)	\$43.95

PEMBROKE PARK POLICE DEPARTMENT



3150 SW 52nd Ave. | Pembroke Park, FL 33023

Tel. 954.966.4600

September 2, 2022

Lou's Police Supply
7815 W 4th Avenue
Hialeah, FL 33014

To Whom It May Concern:

This letter serves as correspondence that our Police Department, Town of Pembroke Park, would like to utilize your company for uniform services. In the utilization of services, we ask that our contract mirror that of the Hallandale Beach Police Department.

Should you have any questions or concerns, please feel free to contact me.

Kind Regards,

Ra Shana A. Dabney-Donovan
Major, Town of Pembroke Park Police Department

AGENDA ITEM REPORT



To:

Subject: BVP Grant for purchase of ballistic vests for our officers

Meeting: 09 28 2022 DRAFT WORKSHOP COMMISSION MEETING - Sep 28 2022

Department: Police Department

Staff Contact:

FINANCIAL IMPACT:

\$11,600 with a possibility of doubling this amount

POLICY IMPLICATIONS:

Ballistic vests are mandatory wear for every Pembroke Park Police Officer

RECOMMENDATION:

Staff recommends acceptance of this grant

ATTACHMENTS:

[BVT grant](#)

David Howard

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Wednesday, September 21, 2022 12:21 PM
To: dhoward@tpfpl.gov
Subject: Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2022 BVP awards is available at: <https://www.ojp.gov/program/bulletproof-vest-partnership/overview>.

Important: Jurisdictions must be registered in the SAM system (<https://www.sam.gov/SAM/>) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/status-tracker>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: <https://cjtec.org/compliance-testing-program/compliant-product-lists/>. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVP MandatoryWearPolicy_0.pdf.

Finally, please visit the following page for checklists and guides for each step of the BVP process: <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources>.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the

country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](https://www.ojp.gov/BJA/VALOR).

Thank you BVP Program Support Team

Bureau of Justice Assistance

This email was sent to dhoward@tppl.gov using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

This email may contain confidential and privileged material for the sole use of the intended recipient. Any review, use, distribution or disclosure by others is strictly prohibited. If you are not the intended recipient (or authorized to receive for the recipient), please contact the sender by reply email and delete all copies of this message.

AGENDA ITEM REPORT



To: Town Commission
Subject: First Amendment To RFP 19-02 Disaster Debris Removal Agreement With All Vendors
Meeting: AGENDA SPECIAL COMMISSION MEETING - Sep 28 2022
Department: Public Works
Staff Contact: Myriam Jacques, Deputy Public Services Director

BACKGROUND INFORMATION:

The current contract is expiring on September 30, 2022. This is the First Amendment of a two optional 1-year renewal with the primary vendor DRC Emergency Services, and with the alternate vendor (Ceres Environmental Services, Custom Tree, and TFR Enterprises).

RECOMMENDATION:

Staff is seeking Commission approval for the renewal of the contract

ATTACHMENTS:

[First Amendment to RFP19-02 Disaster Debris Removal-DRC](#)
[RFP 19-02 DisasterDebrisRemoval&Disposal DRC Agreement Signed](#)
[First Amendment to RFP19-02 Disaster Debris Removal-CES](#)
[RFP 19-02 DisasterDebrisRemoval&Disposal Ceres Agreement Signed](#)
[First Amendment to RFP19-02 Disaster Debris Removal-CTC](#)
[RFP 19-02 DisasterDebrisRemoval&Disposal CustomTreeCare Agreement Signed](#)
[First Amendment to RFP19-02 Disaster Debris Removal-TFR](#)
[RFP 19-02 DisasterDebrisRemoval&Disposal TFR Agreement](#)

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



FIRST AMENDMENT TO RFP 19-02 DISASTER DEBRIS REMOVAL AGREEMENT
WITH DRC EMERGENCY SERVICES, LLC

This First Amendment to the RFP 19-02 Disaster Debris Removal with DRC Emergency Services, LLC Agreement ("Agreement") is entered into the 1st day of October, 2022, by and between the Town of Pembroke Park (the "Town"), a Florida municipal corporation, and DRC Emergency Services, LLC ("Vendor").

WHEREAS, the Parties entered into an Agreement on December 13th, 2019, which provided that Vendor would provide Town with Disaster Debris Removal Services; and

WHEREAS, the Town desires to renew the Agreement for the first time after the expiration of the contract on September 30, 2022.

NOW THEREFORE, the Town and Vendor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The terms and conditions of the Agreement not specifically amended by the terms of this First Amendment shall remain in full force and effect between the parties. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall control to the extent of such conflict or ambiguity.

2. The parties agree to extend the term of the Agreement for the period of one (1) year from October 1, 2022 through September 30, 2023. There shall remain one (1) more renewal of the Agreement.

3. Public Records law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FL 33023. PHONE: 954-966-4600.

Vendor agrees to comply with public records laws and specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public

agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.

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

e. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An emailed or faxed copy of this First Amendment shall have the same force and effect as the original.

f. This First Amendment, together with the Agreement, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This First Amendment may be amended, supplemented, modified, or discharged only upon an agreement in writing executed by all of the parties.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VENDOR

TOWN OF PEMBROKE PARK

NAME

MAYOR

TITLE

ATTEST Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT

THIS IS AN AGREEMENT, between the Town of Pembroke Park, a Florida municipality, (“Town”), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and DRC Emergency Services, LLC, a foreign limited liability company, (“Provider”) whose address is 6702 Broadway Street, Galveston, TX 77554.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Town and Provider covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) Town’s Request for Proposals No. 19-02, including any and all addenda, prepared by the Town of Pembroke Park, (collectively the “RFP” or Exhibit “A”).
- (2) The FEMA Contract Clauses attached hereto as Exhibit “B”;
- (3) Provider’s Certification Regarding Lobbying, attached hereto as Exhibit “C”;
- (4) Provider’s Proposal submitted in response to the RFP, attached hereto as Exhibit “D”

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the Contract Documents (collectively, the “Services”). By signing this Agreement, Provider represents that it thoroughly reviewed the Contract Documents and that it accepts the description of the work and the conditions under which the Services are to be performed. Further, Provider acknowledges that Town has selected multiple providers under the RFP and agrees that no Services shall be rendered by Provider until Town has issued a written Notice to Proceed.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the amounts provided for in Exhibit “D” (“Fees”) for the Services. The Fees shall be the sole compensation paid to Provider in connection with the rendition of the Services, and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town’s payment requirements. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of three (3) years (the “Term”). The Town reserves the right to extend this Agreement for up to two (2) additional one (1) year term(s), provided all terms conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority**. Provider hereby represents and warrants to Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
2. **Duly Licensed**. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
3. **No Contingency**. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **Standard of Care**. The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider’s profession practicing under similar circumstances or at the same time and in the same locality.
2. **Compliance with Laws**. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.
3. **Independent Contractor**. It is specifically understood that Provider is an independent contractor. Provider acknowledges (i) that its employees will not be covered by Town’s workers’ compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider’s employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

4. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. Town shall have the right to audit Provider's books and records, at Town's expense, upon prior notice, with regard to the Services provided to Town under this Agreement. Provider shall allow Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of Town's Internal Audit department shall be reimbursed to Town by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by Town.
5. **Property Rights.** [INTENTIONALLY OMITTED]
6. **Insurance.** Insurance shall be required as stated in RFP 19-02.
7. **Indemnity.** Provider agrees to indemnify, defend, save and hold harmless Town, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such suits, in the name of Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify Town for Town's own negligence, or intentional acts of Town, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of Town as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.
8. **Termination.** [INTENTIONALLY OMITTED]
9. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, to Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Todd Larson, Public Works Director, and to Provider at the address provided for in the paragraph of this Agreement.
10. **Taxes.** Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Availability of Funds. [INTENTIONALLY OMITTED]

12. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

13. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. Assignment. This Agreement requires the skills and experience of Provider and the responsibility to complete the project may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

15. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. Ethics; Conflict of Interest.

16.1 Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of Town or any Town agency or selection committee.

16.2 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the Town Commission or any official, department director, head of any Town agency, or member of any board, committee or agency of Town.

16.3 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town Commission, any department director or head of any Town agency, any employee of Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

16.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

16.5 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

18. Small Business Requirements. [INTENTIONALLY OMITTED]

19. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records, which includes the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

2. Upon request from Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Provider does not transfer the records to Town.

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

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Address: Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Phone: 954-466-4600

Email: njoseph@townofpembrokepark.com

- 20. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 21. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.
- 22. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
- 23. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
- 24. Inspector General.** Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Town to be a material breach of this Agreement justifying its termination.
- 25. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by Town and Provider.

- 26. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Contract Documents and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) Exhibit “A”; (3) Exhibit “B”; (4) Exhibit “C”; and (5) Exhibit “D”;. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.
- 27. Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 28. Further Assurance.** Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 29. Counterparts.** This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[REST OF THIS PAGE INTENTIONALLY OMMITTED; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

**DRC EMERGENCY SERVICES, LLC, a
foreign limited liability company**

By: _____



Print Name: Kristy Fuentes, VP, Secretary & Treasurer
Authorized Representative

Date: _____

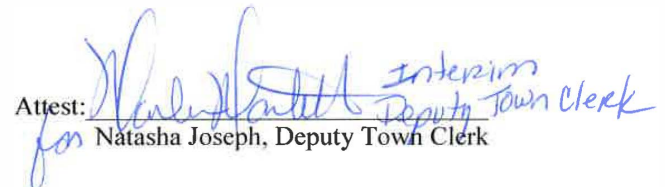
TOWN OF PEMBROKE PARK

By: _____



Ashira Mohammed, Mayor

Attest: _____



Interim
Deputy Town Clerk
for Natasha Joseph, Deputy Town Clerk

Date: 12-13-19

EXHIBIT "A"

Town of Pembroke Park

Request for Proposals and Addendum 1

RFP 19-02 Disaster Debris Removal and Disposal Services



**TOWN OF PEMROKE PARK
REQUEST FOR PROPOSALS, RFP 19-02
FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

THURSDAY, MAY 23, 2019 AT 3:00 PM, EST

**TOWN OF PEMBROKE PARK
ATTENTION: DEPUTY CLERCK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER

**TOWN OF PEMBROKE PARK, FLORIDA
REQUEST FOR PROPOSALS, RFP 19-02
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SECTION I – GENERAL OVERVIEW

A. PURPOSE

The Town of Pembroke Park (TOWN) is issuing this Request for Proposals (RFP) to seek professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-way, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	Thursday, April 25, 2019
Pre-Bid Conference Meeting	None
Deadline for questions to TOWN TLarson@townofpembrokepark.com	Thursday, May 16, 2019 at 5:00 PM
Deadline for Addenda, posted on these websites: www.townofpembrokepark.com , and www.demandstar.com	Friday, May 17, 2019 at 5:00 PM
Submittal deadline	Thursday, May 23, 2019 at 3:00 PM

2. PROPOSALS SUBMISSION

One (1) original complete signed submittals, five (5) duplicate copies and one (1) electronic copy (CD or USB drive) of the proposal package, both technical and financial, must be received by **Thursday, May 23, 2019 AT 3:00 PM, EASTERN STANDARD TIME**. Proposals must be clearly identified with the following on the outside of envelope: the vendor's name, address, date and hour set for the bid opening, and “**DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**” to:

Town of Pembroke Park
Attention: Deputy Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. CONTACT PERSON

Vendors are encouraged to contact **Todd Larson, Public Services Director via electronic mail at TLarson@townofpembrokepark.com** for clarification to any part of the RFP requirements. All questions shall be directed to Todd Larson in writing via electronic mail before the DEADLINE FOR QUESTIONS by 5:00 PM, Thursday, May 16, 2019. Any information obtained by an unauthorized contact shall not be used as a basis for responding to this RFP, and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other TOWN employee to discuss the bid process or bid opportunities except through the Public Services Director named herein, which may only be contacted by electronic mail. This policy shall be strictly enforced, and TOWN reserves the right to reject the submittal of any vendor violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on TOWN's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Vendors are advised to check the websites for addenda before submitting their bids.

Vendors shall acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum shall result in the rejection of the offer if the addendum contains information which substantively changes TOWN's requirements.

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be accepted. Modifications received after the due date will not be accepted. TOWN assumes no responsibility for the premature opening of a proposal not properly addressed and identified, or not delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

TOWN reserves the right to reject any and all submittals, and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of TOWN. TOWN reserves the right to cancel this RFP at any time.

7. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a proposal in response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of TOWN has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be awarded under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the Proposal to TOWN, or any work performed in connection therewith is the responsibility of the vendor(s).

10. RFP OPENING

The names of the firms responding to this RFP shall be read aloud publicly by the Public Director (or designee) in Town Hall at the submitting deadline and their proposals shall subsequently be subject to an evaluation review. A list of names of firms responding to the RFP shall be posted on TOWN's website at www.townofpembrokepark.com/departments/bid-openings/. The list may also be obtained from Todd Larson, Public Services Director, after the RFP due date and time stated herein.

11. PUBLIC RECORDS

All materials submitted in connection with this RFP shall be public documents and subject to the Public Records Act and all other laws of the State of Florida, the United States of America and the public records policies of TOWN. All such materials shall remain the property of TOWN and will not be returned to the respondent.

12. TAXES

The selected vendor will be provided with TOWN's Sales Tax and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed Vendor Information Form, current copy of business license and current W-9. Vendors whose place of business is other than the State of Florida may be required to provide to the Public Services Director copies of their State's regulations and/or laws concerning the application of vendor preference requirements applicable in their State. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

14. INSURANCE

The selected vendor shall provide TOWN with a Certificate of Insurance for General liability, Automobile insurance, and Workers' Compensation before work can begin on TOWN project, and remain effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance must be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance must be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; and Workers' Compensation insurance must be in compliance with the requirements established by the State of Florida.

15. BONDS

Any combination of the following bonds will be required by TOWN: five percent (5%) bid bond, one hundred percent (100%) payment bond, and one hundred percent (100%) performance bond. All bonds shall be payable to TOWN. Bonding company must be authorized to do business in Florida by the Florida Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bond and as acceptable reinsuring companies, and have an "A" or better A.M. Best rating.

16. ANTI-DISCRIMINATION

TOWN, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all vendors certify to TOWN that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over ten thousand dollars (\$10,000) the below-listed provisions apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the above-listed provisions in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

SECTION II – SCOPE OF WORK

A. PURPOSE

TOWN is issuing this Request for Proposals (RFP) to seek the professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. CONTRACT PERIOD

The Contract for these services will be from July 1, 2019 to May 31, 2022. Future contract periods will run from June 1st to May 31st. Prices must remain as bid for the term of the contract. This contract is eligible for two (2) additional 12-month contract periods after the initial contract term at the sole discretion of TOWN. Any price increase must be disclosed in writing to TOWN Public Services Director ninety (90) days in advance of any annual renewal.

C. PROJECT SCOPE

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Contractor who is capable of efficiently removing large volumes of disaster-generated debris in a timely and cost-effective manner and lawfully disposing of all debris. The successful Contractor(s) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.

It is also TOWN's intent to secure the services of a second similarly experienced firm to supplement the first firm. This second Contractor shall supplement debris removal and disposal, if in the opinion of TOWN, the workload is such that the work will not be sufficiently completed in the time period specified. All work required in the performance of the contract will be coordinated through the TOWN. Federal Emergency Management Agency (FEMA) Debris Management Guide should be used for guidance in preparing a response to this RFP.

This guide may be accessed at: <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

1. DEFINITIONS

Contractor – The successful firm or corporation with whom TOWN has executed the Agreement.

Debris – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

Debris Management Team – The team staffed by TOWN, and the Contractor.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

TDSRS – Temporary Debris Staging and Reduction Sites

2. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

When a major disaster occurs or is imminent, TOWN shall contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of TOWN's intent to activate the contracts. Debris removal shall generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent disaster or tornado strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors shall provide the emergency push into TOWN.

TOWN upon contacting the Contractor shall issue a work order and work task assignment. The issuance of the work order shall allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with Town Emergency Management personnel. This may include staffing or preparing reports for TOWN's Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification by TOWN to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Contractor shall be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris shall be at TOWN's approved temporary debris management sites or landfill sites. The Contractor shall be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

3. HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste (HHW) encountered by the debris removal Contractor shall be set aside. HHW disposal shall be the responsibility of the property owner where HHW is located. TOWN will designate HHW drop-off locations.

The following items shall be considered HHW for the purpose of this contract:

- Used motor oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

The Contractor shall setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor shall be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter shall be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Recyclable garbage will be collected by TOWN or commercial waste haulers and is not to be collected or transported by Contractor unless the recyclable garbage is a part of a mixed waste

stream including debris from the disaster.

4. **POTENTIAL SCENARIOS**

a. Event Type 1: Spot Jobs

In **Event Type 1**, the Contractor shall be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

b. Event Type 2: Small Event

In **Event Type 2**, the Contractor shall provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and dispose of all types of debris with its own resources, except that government land may be provided for temporary debris and equipment storage. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. The quantity of debris shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of by burning or land filling. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

c. Event Type 3: Significant Event I – Removal, Reduction, Hauling – Woody Debris Only

In **Event Type 3**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

d. Event Type 4: Significant Event I – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 4**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling or disposal site(s) designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C.

e. Event Type 5: Catastrophic Event – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 5**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies or Contractor. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

SECTION III – STATEMENT OF WORK

The qualified firm will develop and present the scope of services, to meet TOWN's needs. The work to be undertaken includes, but is not limited to, the following:

A. DEBRIS REMOVAL

1. EMERGENCY ROAD CLEARANCE

Removal of debris from the primary transportation routes as directed by TOWN. In this role the Contractor shall perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. TOWN will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into TOWN. TOWN will designate roadway priorities for this push.

2. DEBRIS REMOVAL FROM PUBLIC PROPERTY

Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by TOWN. It may be necessary for the Contractor to make several trips through a neighborhood as debris is moved to the ROW. In this case, the loads will need to be documented separately, per the instructions of TOWN.

3. DEBRIS REMOVAL 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 TOWN, shall accomplish the removal of debris from private property.

4. WHITE GOODS

The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliance, such as refrigerators, freezers, air conditioners, ovens, ranges, washing machines, clothes dryers, and water heaters. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

5. HAZARDOUS TREE STUMPS

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by TOWN. Stumps shall be hauled to TDSRS where they shall be inspected, categorized by size, and disposed of by Contractor.

6. FILL DIRT

The Contractor shall supply and 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 TOWN.

B. DEBRIS PROCESSING

1. TEMPORARY DEBRIS STAGING AND REDUCTION SITE (TDSRS)

The Debris Management Team shall determine the minimum number of sites required for each storm event. TOWN will designate debris management sites. The Contractor and TOWN will jointly select these sites, at the beginning of the storm season. Preparation, maintenance and operation of these TDSRS facilities shall be entirely the Contractor's responsibility. The Contractor may also lease or own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a hydraulic articulated boom lift, sufficient for the inspection of all incoming and exiting loads. At TOWN's discretion, publicly owned rights of way or other entity owned property could be provided for temporary storage of TOWN debris.

2. TDSRS DEBRIS REMOVAL OPERATIONS PLAN AND ENVIRONMENTAL PROTECTION PLAN

This plan shall address site setup, pre use activities, post use activities and operational activities. The plans shall also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the Contractor shall provide a Site Management Plan.

The Contractor(s) shall submit one (1) original and three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation – clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work area, and inspection tower
- Location of incineration operations, grinding operation, (if required). Burning operations shall maintain a 100-foot clearance from the stockpile, and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection
- Restoration of site

3. LAWS, STANDARDS, AND REGULATIONS

All debris shall be processed in accordance with local, State, and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by TOWN. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

4. GENERATED HAZARDOUS WASTE ABATEMENT

Abatement of hazardous waste identified by TOWN shall be in accordance with all applicable Federal, State, and local laws, standards and regulations.

5. DEBRIS DISPOSAL

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to TOWN to receive eligible reimbursement through FEMA and FHWA for such fees.

6. SUPPORT TO TOWN

Contractor shall be responsible for performing the following duties supporting TOWN during the debris removal period:

- Monitor multiple Contractors and multiple trucks delivering materials to the TDSRS.
- Verify truck deliveries to the TDSRS matching its manifest ticket-truck and maximum capacity.
- Ensure that trucks are properly covered when arriving at the TDSRS.
- Review truck manifest and inspect truck bed to confirm and validate truck's load capacity upon arrival as described on manifest ticket, and ensure that trucks are completely empty upon departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before authorizing truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the TDSRS, and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by TOWN personnel, e.g. conduct final inspections and issue closeout reports.

C. DOCUMENTATION AND RECORDS

1. DOCUMENTATION AND INSPECTIONS

Storm debris shall be subject to inspection by TOWN. Inspections will be conducted to insure compliance with the contract and applicable local, State, and Federal laws. The Contractor shall, at all times, provide TOWN access to all work sites and disposal areas. The Contractor and/or TOWN shall have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. TOWN will coordinate data recordation and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FDEM, FHWA, and FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for TOWN, noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

The Contractor shall provide to TOWN all requested information necessary for proper documentation. TOWN employees shall review all documentation prior to submittal. The Contractor shall work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. TOWN will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

2. DOCUMENTATION AND RECOVERY PROCESS

The Contractor shall perform the following in addition to providing debris removal:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested, to TOWN
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

3. TDSRS SITE RECLAMATION

Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan. **The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.**

D. WORK REQUIREMENTS

1. WORK AREAS

TOWN will establish and approve all areas that the Contractor will be allowed to work. These include right of ways, public land, and TDSRS. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.

2. WORKING HOURS

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS shall be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week, if the Contractor deems it necessary to meet the work demand, subject to TOWN's approval. TOWN shall consider for its approval safety and impacts to surrounding land uses, such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

3. **PRIORITY OF WORK AREAS**

TOWN will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. There may be certain debris that cannot be picked up by Contractor's equipment, machinery and general laborers. Determination of a clean and neat site will be at the sole judgment of TOWN.

4. **SAFETY**

The Contractor shall have at least one Safety Officer at the work area on duty at all times. The Safety Officer shall be familiar with and be properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to, certification in the Department of Transportation Maintenance of Traffic Standards. All work zones, and all work sites and conditions shall conform to all applicable Federal, State, and Local safety standards.

SECTION IV – PROPOSAL RESPONSE REQUIREMENTS

A. MINIMUM REQUIREMENTS

- The prospective service provider's response to this RFP shall include the information in the following section (Section B) at a minimum. The proposal should address the requirements in a clear and concise manner in the order stated herein.
- Proposals shall be tabbed and shall include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by TOWN.
- TOWN reserves the right to seek additional/supplemental representation on specific issues as needed.
- Respondents shall construct their proposal in the following format, and a tab must separate each section.

(Remainder of Page Intentionally Left Blank)

B. PROPOSAL CHECKLIST

Contractor shall submit in a sealed envelope, **one (1) ORIGINAL, so identified, five (5) complete copies, and one (1) electronic copy (CD or USB drive)** of its qualification proposal for services defined herein for the term of the contract.

1. TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary of the proposal, your company description, and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Contractor, their title, address, email address, and telephone and fax numbers. The summary must be limited to a maximum of two pages. The Proposal shall be signed by a person authorized to declare that the proposal is in all respects fair and in good faith without collusion or fraud and that said person has also the authority to bind the principal proponent.

2. TAB 2 – EXPERIENCE AND ABILITY AND ADDITIONAL PROPOSAL REQUIREMENTS

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. TOWN has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. All areas of operation for collection of debris shall be limited to Town's municipal boundaries. Due to the diversity of damage caused by natural or manmade disasters TOWN reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

The Contractor shall be required to conduct annual planning and training activities with TOWN throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, and current Federal, State, and local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to TOWN.

The proposal should outline the ability to provide expert guidance with the current Federal, State, and local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Financial resources /Bond rating

- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Past performance on contracts and other accomplishments
- References from past clients
- Listing of all existing disaster related pre-event contracts
- Capacity and Plan for mobilization
- Local participation in the Contractor's plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide
- Cost for services
- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as: number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris.
 - a. Include any pertinent information needed to determine the Contractor's experience and ability to perform the anticipated work.
 - b. The Contractor shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.
 - c. The proposal shall address the Contractors ability to mobilize including what is anticipated for a maximum time to mobilize.

3. TAB 3 – PAST PERFORMANCE

The Contractor shall include a list of major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the Contractor's past performance.

The proposal shall address how the Contractor has previously handled disposal of hazardous materials, construction material and white goods.

The proposal shall address how the Contractor has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.

The proposal shall address how the Contractor was previously deployed and its response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the Contractor shall include details of the project such as: the public agency, agency contact, FEMA contacts, all pertinent phone numbers and project costs. The Contractor shall provide all information necessary to verify the work with the public agency.

The Contractor shall provide (see Reference Form) at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the duration of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

4. TAB 4 – UNDERSTANDING OF PROJECT REQUIREMENTS

The Contractor shall provide their interpretation of what is required to meet the needs of TOWN. The Contractor shall use this document, their knowledge and experience to develop their understanding of this project. The Contractor is urged to develop scenarios or examples to fully explain their position. Contractor must include a copy of a current certificate of insurance. Failure to do so will result in rejection of proposal.

The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment must be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day. TOWN prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout TOWN.

The work shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by TOWN. Work will include:

- a. Examining debris to determine whether or not the debris is eligible vegetative, construction and demolition, or other debris,
- b. Loading the debris,
- c. Hauling the debris to an approved dumpsite or landfill, and
- d. Dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by TOWN. TOWN may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time, or by others. The Contractor shall make as many passes through the designated area as required by TOWN. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval and direction of TOWN.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the Contractor's personnel shall not solicit work from private citizens, or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this contract without the approval of TOWN. The Contractor will be responsible for repairing all damages as a result of Contractor's negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.

The Contractor shall preserve and protect all existing structures, infrastructures, vegetation, on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, when damage was caused by Contractor. The Contractor shall contact the person(s) making claims regarding damages caused by Contractor within two (2) days of receiving said claim, and information such as method of repair and timeline for completion shall be discussed. All damages shall be repaired no later than thirty (30) days after the completion of the debris removal. The Contractor shall provide TOWN with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at one thousand dollars (\$1,000) per calendar day for any time over the maximum allowable time established by the contract to make the necessary repairs.

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from TOWN prior to loading. Ineligible debris shall be left in place, except those items directed by TOWN.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless directed otherwise by TOWN.

5. TAB 5 – APPROACH AND METHOD

The Contractor shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The Contractor should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon. The Contractor shall provide the management processes anticipated to be used. It shall include how the interaction may take place between TOWN and the Contractor.

6. TAB 6 – MBE PARTICIPATION

Contractor shall identify qualified local and minority businesses enterprises (MBE) that could work on this potential project. A plan for identifying and use of locals and MBEs shall be included in the proposal.

7. TAB 7 – TOWN DOCUMENTS

Contractor shall complete and attach the following documents with their proposals:

- Vendor Information
- Copy of current business license
- Copy of professional licenses and certifications
- Completed W-9
- Proposer's Certification and Non-Collusion Affidavit
- Reference form
- Addenda Acknowledgment

8. TAB 8 – PRICE PROPOSAL FORM

The Contractor shall complete the price proposal form as laid out. The Contractor may not vary from the format.

a. **Desired Proposals**

- i. Qualified contractors shall have at least three (3) years' experience.
- ii. Qualified contractors shall hold a current Florida Contractor's license as specified.

b. **Selection Process**

TOWN has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

(Remainder of Page Intentionally Left Blank)

SECTION V – PROPOSAL EVALUATION

A. EVALUATION SCORING

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

EVALUATION CRITERIA	SCORE
Knowledge of Federal Emergency Management Agency regulations and procedures	20%
Respondent's Operational Plan	20%
Proposed Price for work to be accomplished	20%
Past performance record on work of similar nature, financial capabilities, and corporate history and team organization	20%
Verification of availability of qualified personnel to perform the services	10%
Interview with the review committee	10%
<u>TOTAL</u>	<u>100%</u>

1. PROPOSALS

Proposals will be reviewed and evaluated by the Review Committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of three (3) firms with the highest ranking scores after the technical proposal scores are tabulated. The financial proposals will then be ranked and considered in conjunction with the technical proposal scores.

2. PRESENTATIONS

TOWN may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at TOWN's sole discretion when it is determined presentations are essential as part of the evaluation process, and are in the best interests in this matter. It is the intention of TOWN to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of TOWN.

SECTION VI – TOWN BACKGROUND

A. PROPERTY DESCRIPTION

Pembroke Park is a municipality in Broward County, Florida, United States. The Town took its name from its location along Pembroke Road. As of the 2010 census, the population was 6,102. It is part of the South Florida metropolitan area, which was home to 5,564,635 people at the 2010 census. Almost one-half of Town residents live in mobile homes.

Pembroke Park is located at 25°59'04"N 80°10'38"W / 25.984326°N 80.177305°W / 25.984326; 80.177305°W. According to the United States Census Bureau, the Town has a total area of 1.7 square miles, of which 1.4 square miles is land and 0.27 square miles (17.5%) is water.

B. ADMINISTRATION

The project will be administered by TOWN with the Public Services Director or designee being the main point of contact for all questions during preparation and execution of project. The Public Services Department will be instrumental to the implementation of the project.

C. PAYMENT

Payment terms are NET 30 Days. TOWN is exempt from all Federal, State, local, and excise taxes.

Invoices shall be mailed to:

Town of Pembroke Park
Attn: Todd Larson, Public Services Director
3150 SW 52nd Avenue
Pembroke Park, FL 33023

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email, and all questions will be answered by addenda. All Addenda will be posted on the Town's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. All firms responding to this RFP must check these websites before responding to this RFP.
2. All respondents to this RFP shall hold harmless the TOWN, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. TOWN reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. TOWN also reserves the right to seek clarifications to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, TOWN shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of TOWN Procurement Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms with this proposal package shall be just cause for the rejection of the qualification package. However, TOWN reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver services in accordance with the contract terms and conditions, TOWN, after due oral or written notice, may procure substitute services from other sources, and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This action shall be in addition to any other remedies which TOWN may consider.
6. By submitting a proposal package, the vendor is certifying that the firm is not currently debarred from bidding on contracts by any agency of the State of Florida, nor the firm is an agent of a person or entity that is currently debarred from submitting contract bids for any agency of the State of Florida.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought in the Circuit Court of the Seventeenth Circuit, Broward County, Florida. Then, Contractor shall comply with applicable federal, state, and local laws and regulations, in the performance of the project.
8. It is understood and agreed between the parties herein that TOWN shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. FINAL SELECTION

The Review Committee representative will make a recommendation to the Town Commission following review of all qualified proposals, selection of a suitable primary and secondary vendors, and preliminary contract negotiations. TOWN shall complete contract negotiations with the successful primary and secondary vendors following the Town's Commission approval.

TOWN reserves the right to accept the response that is determined to be in the best interest of TOWN. TOWN reserves the right to reject any and or all proposals.

(Remainder of Page Intentionally Left Blank)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PRICE PROPOSAL FORM

NOTE: Respondents shall make no changes to the table below and shall fill it out completely. Values shall be provided for all categories below, otherwise proposal may be deemed non-responsive.

<u>FEES SCHEDULE</u>		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius: 0-15 Miles	\$ /CY
	16-30 Miles	\$ /CY
	31-60 Miles	\$ /CY
	61-90 Miles	\$ /CY
	91-120 Miles	\$ /CY
2.	Construction and Demolition debris hauled to and dumped at a TOWN approved disposal site or landfill.	
	Mileage Radius: 0-20 Miles	\$ /CY
	21-40 Miles	\$ /CY
	41-70 Miles	\$ /CY
	71-100 Miles	\$ /CY
	101-140 Miles	\$ /CY
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a TOWN approved recycling facility.	
	Mileage Radius: 0-20 Miles	\$ /CY
	21-40 Miles	\$ /CY
	41-70 Miles	\$ /CY
	71-100 Miles	\$ /CY
	101-140 Miles	\$ /CY

4.	Tipping fees/disposal costs for Green Waste shall be paid by Contractor, and actual incurred cost shall be invoiced to TOWN for reimbursement.	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS. Include locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by TOWN); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, articulated boom lift(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.	\$ /CY
6.	Pick up and disposal of hazardous materials.	\$ /CY
7.	Dead Animal Collection, Transportation & Disposal.	\$ /CY
8.	<u>Hazardous trees</u> – Trees will be evaluated by TOWN and be designated to be cut down, and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground.	\$ /CY
	Trees with branches remaining – FEE ONLY TO CUT TREE	\$ /CY
	6-12” Diameter	\$ /CY
	13-24” Diameter	\$ /CY
	25-48” Diameter	\$ /CY
	> 48” Diameter	\$ /CY
9.	Stumps up to 24” in diameter.	\$ /CY
	Stumps over 24” in diameter (requires TOWN’s approval).	\$ /CY
10.	<u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of TOWN, will remove hangers for a unit price per hanger.	
	2-4” Hanger	\$ /hanger
	5-12” Hanger	\$ /hanger
	> 12” Hanger	\$ /hanger
11.	<u>Private Property Demolition and Debris Removal</u> – The Contractor shall operate within the Public Right-of-Way (ROW) only as identified and directed by TOWN. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	\$ /CY
12.	Tipping fees/disposal costs for construction and demolition (C&D) debris shall be paid by TOWN.	
13.	<u>Fallen Trees</u> – The Contractor shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris shall be placed on the ROW for collection.	Price Included

14.	<u>Fill Dirt</u> – As identified and directed by TOWN, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps, and other areas that pose an imminent and significant threat to public health and safety.	\$ /CY
15.	<u>White Goods</u> – The Contractor shall recycle or dispose of all eligible white goods in accordance with all federal, state, and local rules, regulations and laws.	\$ /unit
16.	<u>Freon Recovery</u> – The Contractor SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$ /unit
17.	<u>Training and Assistance</u> Sessions for all key TOWN personnel and assistance in all disaster debris recovery planning efforts, as requested.	Price Included
18.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs, and describing the physical and financial impact of the disaster.	Price Included
19.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the Contractor's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the Contractor.	Price Included
20.	<u>Temporary Storage of Documents</u> – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Price Included
21.	<u>Debris Planning Efforts</u> – The Contractor shall assist in all disaster debris recovery planning efforts as requested by TOWN. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
22.	<u>Closure and Remediation of the TDSRS</u> – The Contractor shall remove all Contractor equipment and temporary structures, and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.	Price Included
23.	<u>Reporting and Documentation</u> – The Contractor shall provide and submit to TOWN all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA requirements.	Price Included

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
Stump Grinder	\$
50' Bucket Truck	\$
16-20 Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge all issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal laws and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

TOWN reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

VENDOR INFORMATION FORM

1.	Legal Business Name	
2.	Street Address	
3.	City, State & Zip	
4.	Type of Business (Association, Corporation, Partnership, Limited Liability Company, etc.)	State of Registration
5.	Name & Title of Authorized Signer	
6.	Primary Contact	
7.	Phone	Fax
8.	E-mail	
9.	Company's Website	
10.	Has your company ever been debarred from doing business with any federal, state or local agency? Yes No If Yes, please state the agency name, dates and reason for debarment.	

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
2.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
3.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

MEMO

To: Bidders
From: Town of Pembroke Park
Date: May 17, 2019
Project: RFP 19-020 Disaster Debris Removal Disposal Services
Subject: ADDENDUM No. 1

Bidders are required to acknowledge receipt of this ADDENDUM using the form provided as part of the BID Documents. Bidders are also required to include this ADDENDUM with their submitted BID. Failure to do so may cause the BID to be non-responsive and rejected.

The BID Documents are hereby amended as follows:

A. RESPONSES TO SUBMITTED QUESTIONS:

Question 1

Regarding RFP 19-02 Disaster Debris Removal and Disposal Services, are tipping fees to be considered a passthrough to the City, or do we need to add disposal fees to our price proposal?

- **Response to Question 1**

Tipping fees will be considered a pass-through to the Town provided that the loads are prepared in accordance with all local, state, and federal laws; and provided that the Contractor completes the appropriate forms, and completes them fully and accurately.

Question 2

Hi, I'm Rodney. I work for a tree trimming company and seeing this project you guys have for the debris pick up and wanted to ask a few questions about it.

A-1

RFP 19-02 Disaster Debris Removal and Disposal Services

Addendum No. 1

Page 42 of 240

- Answer to Question 2

In accordance with the Florida Cone of Silence Laws, all questions regarding an advertised bid must be addressed via electronic mail. So, please send all your questions to Mr. Todd Larson. The deadline is tomorrow, Thursday, May 16, 2019 before 5:00 PM at TLarson@townofpembrokepark.com. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>.

Question 3

We are very interested in submitting a proposal for this project. I wanted to see if you were going to be at the Governors Hurricane Conference next week in south Florida. If you are at the conference and have time to stop by I would like to introduce myself to you.

- Answer to Question 3

Thank you for your interest in the subject RFP. Please be advised that all bid questions must be addressed via electronic mail to Mr. Todd Larson at TLarson@townofpembrokepark.com. The deadline for question is tomorrow, Thursday, May 16, 2019 before 5:00 PM. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>. The bid submittal is due Thursday May 23, 2019 on or before 3:00 PM.

Question 4

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. Will the Town consider changing the unit of measure for the following line items:
 - a. Line Item 6 – hazardous materials - from \$/CY to \$/Pound
 - b. Line Item 7 – dead animals - from \$/CY to \$/Pound
 - c. Line Item 8 – hazardous trees - from \$/CY to \$/each
 - d. Line Item 9 – stumps - from \$/CY to \$/each
2. How will the Hourly Fee schedule be used in the evaluation of the bid in terms of price? Will the hourly rates be given the same weight as the unit rates? Will you add all hourly rates up to get a lump sum number to compare against other proposals? Will the Town add up all unit rate line items for a lump sum to compare each proposer for lowest bid?

- Answer to Question 4

- | | | |
|---|-------------------|-----|
| a) Line Item 6 – hazardous materials - from | \$/CY to \$/Pound | NO |
| b) Line Item 7 – dead animals - from | \$/CY to \$/Pound | YES |
| c) Line Item 8 – hazardous trees - from | \$/CY to \$/each | NO |
| d) Line Item 9 – stumps - from | \$/CY to \$/each | YES |

The "Hourly Fee Schedule" does not hold any weight in the scoring. These items are listed only as a "placeholder." However, the "Hourly Fee Schedule" is required to be filled out for the listed personnel and equipment. If during the course of the work a forced account is utilized the incurred costs will be paid by the Town, provided sufficient backup documentation is provided.

Question 5

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. P.14 asks us to provide management plan for each category of work.
 - a. What categories of work are being referred to?
2. Tab 2 has a bulleted listing of things that need to be included in the proposal
 - a. Please confirm that these attachments can be within the appropriate sections and do not all need to be contained in Tab 2
3. Do you have a disposal agreement with WM or any other landfill?
4. Do you already have DMS's located and permitted?

- Answer to Question 5

- 1a Contractors shall demonstrate ability to manage work described under the Statement of Work in Section III (Debris Removal, Debris Processing, Documentation and Records, and Work Requirements) while performing the tasks under each event type for potential scenarios as described in Section II, Scope Work.
- 2a Attachments for Tab 2 can be placed within other Tabs when appropriate to avoid multiple duplications of attachments.
- 3a YES, the Town currently has a disposal agreement with WM. However, the Town could have an agreement in place with a different company at the time this contract becomes effective.
- 4a YES, the Town uses Broward County DMS, if opened.

Question 6

Please confirm is a bid bond is required at time of bid submission and if so, what percent or amount?

- Answer to Question 6
The bid bond is set at 5% of the total Value. Since the Value is undetermined, the Town will use an estimated Value of \$400,000 of which \$20,000 will be set as the bid bond.

Question 7

Can we get a copy of the current pricing for this contract?

- Answer to Question 7
The pricing of the Town's expired contract can be found on the following pages.

		BERGERON EMERGENCY SERVICES	BAMACO INCORPORATED	DEVLAND SITE DEVELOPMENT INC.
ITEM #	DESCRIPTION			
1	DUMP TRUCK, 16-20 YD ³ CAPACITY WITH OPERATOR	\$75.00/HOUR	\$63.00/HOUR	\$85.00/HOUR
2	RUBBER TIRED FROMT-END LOADER, 3-5 YD ³ CAPACITY, WITH OPERATOR	\$125.00/HOUR	\$130.00/HOUR	\$125.00/HOUR
3	TWO (2) PERSON LABORER CREW WITH CHAINSAWS, 16" MIN. BAR TRAFFIC FLAGS, AND MISC. SMALL TOOLS (AXES, SHOVELS SAFETY EQUIP.)	\$80.00/HOUR	\$58.00/HOUR	\$175.00/HOUR
4	CREW FOREMAN WITH PICKUP TRUCK, 1/2-1 TON, AND CELLULAR PHONE	\$55.00/HOUR	\$42.00/HOUR	\$55.00/HOUR
5	TRACK HOE EXCAVATOR, 2-3 YD ³ BUCKET WITH OPERATOR	\$110.00/HOUR	\$120.00/HOUR	\$125.00/HOUR
6	LOW BED EQUIPMENT TRAILER, 35 TON CAPACITY, AND TRACTOR TRUCK WITH OPERATOR	\$90.00/HOUR	\$50.00/HOUR	\$145.00/HOUR
DEBRIS REMOVAL (LOAD AND HAUL)				
FEE SCHEDULE				
1	REMOVAL OF VEGETATIVE DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$14.50/CU. YD.	\$9.05/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$18.50/CU. YD.	\$12.05/CU. YD.	\$18.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$22.50/CU. YD.
2	REMOVAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND WHITE METAL DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$18.00/CU. YD.	\$9.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$18.00/CU. YD.	\$12.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$25.75/CU. YD.
3	REMOVAL OF HAZARDOUS WASTE DEBRIS FROM CURBSIDE AT ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ECT.			
	MILEAGE RADIUS 0-15 MILES	\$50.00/CU. YD.	29.50 \$12.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$54.50/CU. YD.	31.00 \$15.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$60.50/CU. YD.	32.50 \$18.05/CU. YD.	\$22.75/CU. YD.

4	REMOVAL OF SILT AND SAND DEPOSITS FROM ASSIGNED LOAD SITE TO TRSR , INCLUDING SORTING, LOADING, HAULING, ETC.				
	MILEAGE RADIUS 0-15 MILES	\$32.00/CU. YD.	<i>cccs</i> <i>9-98</i>	\$6.00/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$36.00/CU. YD.	<i>10-45</i>	\$9.00/CU. YD.	\$16.00/CU. YD.
	31-60 MILES	\$42.00/CU.YD.	<i>12-98</i>	\$12.00/CU.YD.	\$22.50/CU.YD.
5	STUMP GRUBBING, REMOVAL AND DISPOSAL: 24 TO 48 INCHES	\$650.00 EACH	<i>295⁰⁰</i>	\$233.00 EACH	\$200.00 EACH
6	STUMP GRUBBING, REMOVAL AND DISPOSAL: 39 TO 72 INCHES	\$850.00 EACH	<i>395⁰⁰</i>	\$433.00 EACH	\$600.00 EACH
7	STUMP GRUBBING, REMOVAL AND DISPOSAL: 73 INCHES AND LARGER	\$1250.00 EACH	<i>695⁰⁰</i>	\$633.00 EACH	\$750.00 EACH
8	REMOVAL AND DISPOSAL OF STUMP REMNANTS: 73 INCHES AND LARGER	\$1250.00 EACH	<i>295⁰⁰</i>	\$200.00 EACH	\$1000.00 EACH
9	SPOILED FOOD AND NON-HAZARDOUS WASTE REMOVAL AND DISPOSAL - THE REMOVAL SHALL INCLUDE, SORTING, LOADING HANDLING, STAGING AND HAULING TO THE FINAL DISPOSAL SITE.	\$132.00 PER TON	<i>280⁰⁰</i>	\$179.50 PER TON	\$33.00 PER TON
10	HAZARDOUS WASTE DEBRIS REMOVAL FORM STRUCTURES - SEARCH SAFELY ACCESSIBLE RESIDENTIAL STRUCTURES, INCLUDING GARAGES AND DETACHED OUTBUILDING FOR HAZARDOUS WASTE DEBRIS FOR REMOVAL. AT A MINIMUM THE REMOVAL SHALL INCLUDE, SORTING, HANDLING, LOADING, STAGING AND PLACING THE DEBRIS ON PUBLIC ROW FOR REMOVAL AND DISPOSAL BY OTHER PAY ITEMS IN THE PROPOSAL.	\$6.50 PER SQUARE FOOT OF FLOOR SPACE	<i>cccs</i> <i>5-98</i>	\$1.75 PER SQUARE FOOT OF FLOOR SPACE	\$15.75 PER SQUARE FOOT OF FLOOR SPACE
11	PRIVATE AND PUBLIC PROPERTY DEMOLITION AND DEBRIS REMOVAL - THE CONTRACTOR SHALL OPERATE BEYOND THE PUBLIC RIGHT OF WAY (ROW) ONLY AS IDENTIFIED AND DIRECTED BY THE TOWN OF PEMBROKE PARK. OPERATIONS BEYOND THE ROW ON PRIVATE PROPERTY SHALL BE ONLY AS NECESSARY TO ABATE IMMINENT AND SIGNIFICANT THREATS TO PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE DEMOLITION OF STRUCTURES AND THE SORTING, LOADING, AND HAULING OF THE DEBRIS TO AN APPROVED TDSR SITE	\$74.00/CU. YD.	<i>43⁰⁰/cu yd</i>	\$13.05/CU. YD.	\$15.75/CU. YD.

[illegible]

3	FINAL HAUL OUT OF PROCESSED DEBRIS FROM THE TDSR SITE TO AN APPROVED DISPOSAL SITE.				
	MILEAGE RADIUS 0-15 MILES	\$112.00/TON	<i>16.00</i>	\$20.00/TON	\$15.00/TON
	16-30 MILES	\$120.00/TON	<i>20.00</i>	\$25.00/TON	\$18.00/TON
	31-60 MILES	\$136.00/TON	<i>23.00</i>	\$30.00/TON	\$22.00/TON
	61-90 MILES	\$212.00/TON	<i>26.50</i>	\$35.00/TON	\$32.00/TON
Page 48 of 240	FREON RECOVERY - THE CONTRACTOR SHALL REMOVE AND RECOVER FREON FROM ANY WHITE METAL DEBRIS, SUCH AS REFRIGERATORS, FREEZERS OR AIR CONDITIONERS, AT THE TDSR SITE OR FINAL DISPOSAL SITE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS, THE CONTRACTOR MUST HAVE ALL REQUIRED LICENSE AND CERTIFICATIONS TO PERFORM WORK.	\$240.00/TON	<i>1100</i>	\$369.00/TON	\$60.00/TON
			<i>1</i>		
TREE AND LIMB REMOVAL					
FEE SCHEDULE					
1	TREE REMOVAL AND DISPOSAL - 4" TO 12" DBH	\$225.00	<i>145</i>	\$75.00	\$125.00
2	TREE REMOVAL AND DISPOSAL - 13" TO 24" DBH	\$450.00	<i>445</i>	\$175.00	\$275.00
3	TREE REMOVAL AND DISPOSAL - 37" TO 48" DBH	\$1,250.00	<i>995</i>	\$375.00	\$350.00
4	TREE REMOVAL AND DISPOSAL - 49" & GREATER DBH	\$1,600.00	<i>1,395</i>	\$575.00	\$700.00
5	LIMB REMOVAL AND DISPOSAL - 1 TO 5 LIMBS PER TREE	\$250.00	<i>95</i>	\$75.00	\$75.00
6	LIMB REMOVAL AND DISPOSAL - 6 TO 10 LIMBS PER TREE	\$650.00	<i>155</i>	\$100.00	\$150.00
7	LIMB REMOVAL AND DISPOSAL - 11 LIMBS OR GREATER PER TREE	\$1,000.00	<i>195</i>	\$125.00	\$350.00
OTHER DISASTER RELATED SERVICES*					
FEE SCHEDULE					
1	TREE ON PROPERTIES 4" TO 49"	"HOURLY EQUIPMENT RENTAL" ATTACHED			
2	ICE (PER POUND -DELIVERED)			\$1.50	
3	WATER (PER GALLON - DELIVERED)			\$1.50	
4	EMERGENCY FUEL 9GASOLINE OR DIESEL)			\$4.00 PER GALLON	
5	MATERIAL FILL DIRT FOR STUMP HOLES, PURCHASED, PLACED AND SHAPED			\$16.50 PER CY	
6	EMERGENCY POWER GENERATOR - 20 KW			\$3350.00 TRIPLE SHIFT WEEKLY	
7	EMERGENCY POWER GENERATOR - 40 KW			\$5050.00 TRIPLE SHIFT WEEKLY	
8	EMERGENCY POWER GENERATOR - 60 KW			\$6550.00 TRIPLE SHIFT WEEKLY	

EXHIBIT "B"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
FEMA Contract Clauses

EXHIBIT “B”

For purposes of the provisions below, the Town of Pembroke Park, Florida shall be referenced as “GOVERNMENT” and DRC Emergency Services, LLC shall be referenced as “CONTRACTOR.”

CONTRACTOR shall fully review the contract clauses by their CFR reference accordingly, as cited below.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

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

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

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

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

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

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

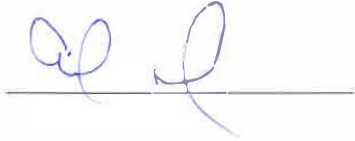
P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

GOVERNMENT:
TOWN OF PEMBROKE PARK, FL

A handwritten signature in blue ink, appearing to be "A. J.", written over a horizontal line.

CONTRACTOR:
DRC EMERGENCY SERVICES, LLC

A handwritten signature in blue ink, appearing to be "Misty J. Smith", written over a horizontal line.

EXHIBIT "C"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
Certification Regarding Lobbying



EXHIBIT "C"

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

DRC EMERGENCY SERVICES, LLC


KRISTY FUENTES, VICE-PRESIDENT

Date: _____, 2019

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



FIRST AMENDMENT TO RFP 19-02 DISASTER DEBRIS REMOVAL AGREEMENT
WITH CERES ENVIRONMENTAL SERVICES, INC.

This First Amendment to the RFP 19-02 Disaster Debris Removal with Ceres Environmental Services, Inc. Agreement ("Agreement") is entered into the 1st day of October, 2022, by and between the Town of Pembroke Park (the "Town"), a Florida municipal corporation, and Ceres Environmental Services, Inc. ("Vendor").

WHEREAS, the Parties entered into an Agreement on December 13th, 2019, which provided that Vendor would provide Town with Disaster Debris Removal Services; and

WHEREAS, the Town desires to renew the Agreement for the first time after the expiration of the contract on September 30, 2022.

NOW THEREFORE, the Town and Vendor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The terms and conditions of the Agreement not specifically amended by the terms of this First Amendment shall remain in full force and effect between the parties. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall control to the extent of such conflict or ambiguity.

2. The parties agree to extend the term of the Agreement for the period of one (1) year from October 1, 2022 through September 30, 2023. There shall remain one (1) more renewal of the Agreement.

3. Public Records law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FL 33023. PHONE: 954-966-4600.

Vendor agrees to comply with public records laws and specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public

agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.

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

e. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An emailed or faxed copy of this First Amendment shall have the same force and effect as the original.

f. This First Amendment, together with the Agreement, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This First Amendment may be amended, supplemented, modified, or discharged only upon an agreement in writing executed by all of the parties.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VENDOR

TOWN OF PEMBROKE PARK

NAME

MAYOR

TITLE

ATTEST Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT

THIS IS AN AGREEMENT, between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and Ceres Environmental Services, Inc. ("Provider") whose address is 6968 Professional Parkway East, Sarasota, FL 34240.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Town and Provider covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Town's Request for Proposals No. 19-02, including any and all addenda, prepared by the Town of Pembroke Park, (collectively the "RFP" or Exhibit "A").
- (2) The FEMA Contract Clauses attached hereto as Exhibit "B";
- (3) Provider's Certification Regarding Lobbying, attached hereto as Exhibit "C";
- (4) Provider's Proposal submitted in response to the RFP, attached hereto as Exhibit "D"

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the Contract Documents (collectively, the "Services"). By signing this Agreement, Provider represents that it thoroughly reviewed the Contract Documents and that it accepts the description of the work and the conditions under which the Services are to be performed. Further, Provider acknowledges that Town has selected multiple providers under the RFP and agrees that no Services shall be rendered by Provider until Town has issued a written Notice to Proceed.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the amounts provided for in Exhibit "D" ("Fees") for the Services. The Fees shall be the sole compensation paid to Provider in connection with the rendition of the Services, and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town's payment requirements. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of three (3) years (the “Term”). The Town reserves the right to extend this Agreement for up to two (2) additional one (1) year term(s), provided all terms conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority.** Provider hereby represents and warrants to Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
2. **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
3. **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider’s profession practicing under similar circumstances or at the same time and in the same locality.
2. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.
3. **Independent Contractor.** It is specifically understood that Provider is an independent contractor. Provider acknowledges (i) that its employees will not be covered by Town’s workers’ compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider’s employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

4. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. Town shall have the right to audit Provider's books and records, at Town's expense, upon prior notice, with regard to the Services provided to Town under this Agreement. Provider shall allow Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of Town's Internal Audit department shall be reimbursed to Town by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by Town.
5. **Property Rights.** [INTENTIONALLY OMITTED]
6. **Insurance.** Insurance shall be required as stated in RFP 19-02.
7. **Indemnity.** Provider agrees to indemnify, defend, save and hold harmless Town, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such suits, in the name of Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify Town for Town's own negligence, or intentional acts of Town, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of Town as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.
8. **Termination.** [INTENTIONALLY OMITTED]
9. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, to Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Todd Larson, Public Works Director, and to Provider at the address provided for in the paragraph of this Agreement.
10. **Taxes.** Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Availability of Funds. [INTENTIONALLY OMITTED]

12. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

13. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. Assignment. This Agreement requires the skills and experience of Provider and the responsibility to complete the project may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

15. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. Ethics; Conflict of Interest.

16.1 Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of Town or any Town agency or selection committee.

16.2 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the Town Commission or any official, department director, head of any Town agency, or member of any board, committee or agency of Town.

16.3 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town Commission, any department director or head of any Town agency, any employee of Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

16.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

16.5 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

18. Small Business Requirements. [INTENTIONALLY OMITTED]

19. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records, which includes the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

2. Upon request from Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Provider does not transfer the records to Town.

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

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Address: Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Phone: 954-466-4600

Email: njoseph@townofpembrokepark.com

- 20. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 21. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.
- 22. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
- 23. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
- 24. Inspector General.** Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Town to be a material breach of this Agreement justifying its termination.
- 25. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by Town and Provider.

- 26. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Contract Documents and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) Exhibit “A”; (3) Exhibit “B”; (4) Exhibit “C”; and (5) Exhibit “D”;. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.
- 27. Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 28. Further Assurance.** Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 29. Counterparts.** This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[REST OF THIS PAGE INTENTIONALLY OMITTED; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

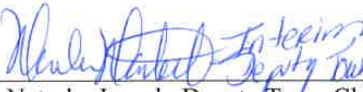
**CERES ENVIRONMENTAL
SERVICES, INC.**

TOWN OF PEMBROKE PARK

By: 
Tia Laurie, Corporate Secretary

By: 
Ashira Mohammed, Mayor

Print Name: Tia Laurie
Authorized Representative

Attest:  Testimony
for Natasha Joseph, Deputy Town Clerk

Date: 9/19/2019

Date: 12-13-19

EXHIBIT "A"

Town of Pembroke Park

Request for Proposals and Addendum 1

RFP 19-02 Disaster Debris Removal and Disposal Services



**TOWN OF PEMROKE PARK
REQUEST FOR PROPOSALS, RFP 19-02
FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

THURSDAY, MAY 23, 2019 AT 3:00 PM, EST

**TOWN OF PEMBROKE PARK
ATTENTION: DEPUTY CLERCK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER

**TOWN OF PEMBROKE PARK, FLORIDA
REQUEST FOR PROPOSALS, RFP 19-02
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SECTION I – GENERAL OVERVIEW

A. PURPOSE

The Town of Pembroke Park (TOWN) is issuing this Request for Proposals (RFP) to seek professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-way, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	Thursday, April 25, 2019
Pre-Bid Conference Meeting	None
Deadline for questions to TOWN TLarson@townofpembrokepark.com	Thursday, May 16, 2019 at 5:00 PM
Deadline for Addenda, posted on these websites: www.townofpembrokepark.com , and www.demandstar.com	Friday, May 17, 2019 at 5:00 PM
Submittal deadline	Thursday, May 23, 2019 at 3:00 PM

2. PROPOSALS SUBMISSION

One (1) original complete signed submittals, five (5) duplicate copies and one (1) electronic copy (CD or USB drive) of the proposal package, both technical and financial, must be received by **Thursday, May 23, 2019 AT 3:00 PM, EASTERN STANDARD TIME**. Proposals must be clearly identified with the following on the outside of envelope: the vendor's name, address, date and hour set for the bid opening, and “**DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**” to:

Town of Pembroke Park
Attention: Deputy Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. CONTACT PERSON

Vendors are encouraged to contact **Todd Larson, Public Services Director via electronic mail at TLarson@townofpembrokepark.com** for clarification to any part of the RFP requirements. All questions shall be directed to Todd Larson in writing via electronic mail before the DEADLINE FOR QUESTIONS by 5:00 PM, Thursday, May 16, 2019. Any information obtained by an unauthorized contact shall not be used as a basis for responding to this RFP, and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other To TOWN employee to discuss the bid process or bid opportunities except through the Public Services Director named herein, which may only be contacted by electronic mail. This policy shall be strictly enforced, and TOWN reserves the right to reject the submittal of any vendor violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on TOWN's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Vendors are advised to check the websites for addenda before submitting their bids.

Vendors shall acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum shall result in the rejection of the offer if the addendum contains information which substantively changes TOWN's requirements.

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be accepted. Modifications received after the due date will not be accepted. TOWN assumes no responsibility for the premature opening of a proposal not properly addressed and identified, or not delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

TOWN reserves the right to reject any and all submittals, and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of TOWN. TOWN reserves the right to cancel this RFP at any time.

7. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a proposal in response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of TOWN has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be awarded under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the Proposal to TOWN, or any work performed in connection therewith is the responsibility of the vendor(s).

10. RFP OPENING

The names of the firms responding to this RFP shall be read aloud publicly by the Public Director (or designee) in Town Hall at the submitting deadline and their proposals shall subsequently be subject to an evaluation review. A list of names of firms responding to the RFP shall be posted on TOWN's website at www.townofpembrokepark.com/departments/bid-openings/. The list may also be obtained from Todd Larson, Public Services Director, after the RFP due date and time stated herein.

11. PUBLIC RECORDS

All materials submitted in connection with this RFP shall be public documents and subject to the Public Records Act and all other laws of the State of Florida, the United States of America and the public records policies of TOWN. All such materials shall remain the property of TOWN and will not be returned to the respondent.

12. TAXES

The selected vendor will be provided with TOWN's Sales Tax and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed Vendor Information Form, current copy of business license and current W-9. Vendors whose place of business is other than the State of Florida may be required to provide to the Public Services Director copies of their State's regulations and/or laws concerning the application of vendor preference requirements applicable in their State. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

14. INSURANCE

The selected vendor shall provide TOWN with a Certificate of Insurance for General liability, Automobile insurance, and Workers' Compensation before work can begin on TOWN project, and remain effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance must be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance must be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; and Workers' Compensation insurance must be in compliance with the requirements established by the State of Florida.

15. BONDS

Any combination of the following bonds will be required by TOWN: five percent (5%) bid bond, one hundred percent (100%) payment bond, and one hundred percent (100%) performance bond. All bonds shall be payable to TOWN. Bonding company must be authorized to do business in Florida by the Florida Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bond and as acceptable reinsuring companies, and have an "A" or better A.M. Best rating.

16. ANTI-DISCRIMINATION

TOWN, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all vendors certify to TOWN that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over ten thousand dollars (\$10,000) the below-listed provisions apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the above-listed provisions in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

SECTION II – SCOPE OF WORK

A. PURPOSE

TOWN is issuing this Request for Proposals (RFP) to seek the professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. CONTRACT PERIOD

The Contract for these services will be from July 1, 2019 to May 31, 2022. Future contract periods will run from June 1st to May 31st. Prices must remain as bid for the term of the contract. This contract is eligible for two (2) additional 12-month contract periods after the initial contract term at the sole discretion of TOWN. Any price increase must be disclosed in writing to TOWN Public Services Director ninety (90) days in advance of any annual renewal.

C. PROJECT SCOPE

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Contractor who is capable of efficiently removing large volumes of disaster-generated debris in a timely and cost-effective manner and lawfully disposing of all debris. The successful Contractor(s) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.

It is also TOWN's intent to secure the services of a second similarly experienced firm to supplement the first firm. This second Contractor shall supplement debris removal and disposal, if in the opinion of TOWN, the workload is such that the work will not be sufficiently completed in the time period specified. All work required in the performance of the contract will be coordinated through the TOWN. Federal Emergency Management Agency (FEMA) Debris Management Guide should be used for guidance in preparing a response to this RFP.

This guide may be accessed at: <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

1. DEFINITIONS

Contractor – The successful firm or corporation with whom TOWN has executed the Agreement.

Debris – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

Debris Management Team – The team staffed by TOWN, and the Contractor.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

TDSRS – Temporary Debris Staging and Reduction Sites

2. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

When a major disaster occurs or is imminent, TOWN shall contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of TOWN's intent to activate the contracts. Debris removal shall generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent disaster or tornado strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors shall provide the emergency push into TOWN.

TOWN upon contacting the Contractor shall issue a work order and work task assignment. The issuance of the work order shall allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with Town Emergency Management personnel. This may include staffing or preparing reports for TOWN's Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification by TOWN to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Contractor shall be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris shall be at TOWN's approved temporary debris management sites or landfill sites. The Contractor shall be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

3. HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste (HHW) encountered by the debris removal Contractor shall be set aside. HHW disposal shall be the responsibility of the property owner where HHW is located. TOWN will designate HHW drop-off locations.

The following items shall be considered HHW for the purpose of this contract:

- Used motor oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

The Contractor shall setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor shall be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter shall be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Recyclable garbage will be collected by TOWN or commercial waste haulers and is not to be collected or transported by Contractor unless the recyclable garbage is a part of a mixed waste

stream including debris from the disaster.

4. **POTENTIAL SCENARIOS**

a. Event Type 1: Spot Jobs

In **Event Type 1**, the Contractor shall be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

b. Event Type 2: Small Event

In **Event Type 2**, the Contractor shall provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and dispose of all types of debris with its own resources, except that government land may be provided for temporary debris and equipment storage. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. The quantity of debris shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of by burning or land filling. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

c. Event Type 3: Significant Event I – Removal, Reduction, Hauling – Woody Debris Only

In **Event Type 3**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

d. Event Type 4: Significant Event I – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 4**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling or disposal site(s) designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C.

e. Event Type 5: Catastrophic Event – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 5**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies or Contractor. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

SECTION III – STATEMENT OF WORK

The qualified firm will develop and present the scope of services, to meet TOWN's needs. The work to be undertaken includes, but is not limited to, the following:

A. DEBRIS REMOVAL

1. EMERGENCY ROAD CLEARANCE

Removal of debris from the primary transportation routes as directed by TOWN. In this role the Contractor shall perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. TOWN will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into TOWN. TOWN will designate roadway priorities for this push.

2. DEBRIS REMOVAL FROM PUBLIC PROPERTY

Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by TOWN. It may be necessary for the Contractor to make several trips through a neighborhood as debris is moved to the ROW. In this case, the loads will need to be documented separately, per the instructions of TOWN.

3. DEBRIS REMOVAL 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 TOWN, shall accomplish the removal of debris from private property.

4. WHITE GOODS

The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliance, such as refrigerators, freezers, air conditioners, ovens, ranges, washing machines, clothes dryers, and water heaters. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

5. HAZARDOUS TREE STUMPS

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by TOWN. Stumps shall be hauled to TDSRS where they shall be inspected, categorized by size, and disposed of by Contractor.

6. FILL DIRT

The Contractor shall supply and 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 TOWN.

B. DEBRIS PROCESSING

1. TEMPORARY DEBRIS STAGING AND REDUCTION SITE (TDSRS)

The Debris Management Team shall determine the minimum number of sites required for each storm event. TOWN will designate debris management sites. The Contractor and TOWN will jointly select these sites, at the beginning of the storm season. Preparation, maintenance and operation of these TDSRS facilities shall be entirely the Contractor's responsibility. The Contractor may also lease or own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a hydraulic articulated boom lift, sufficient for the inspection of all incoming and exiting loads. At TOWN's discretion, publicly owned rights of way or other entity owned property could be provided for temporary storage of TOWN debris.

2. TDSRS DEBRIS REMOVAL OPERATIONS PLAN AND ENVIRONMENTAL PROTECTION PLAN

This plan shall address site setup, pre use activities, post use activities and operational activities. The plans shall also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the Contractor shall provide a Site Management Plan.

The Contractor(s) shall submit one (1) original and three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation – clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work area, and inspection tower
- Location of incineration operations, grinding operation, (if required). Burning operations shall maintain a 100-foot clearance from the stockpile, and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection
- Restoration of site

3. LAWS, STANDARDS, AND REGULATIONS

All debris shall be processed in accordance with local, State, and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by TOWN. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

4. GENERATED HAZARDOUS WASTE ABATEMENT

Abatement of hazardous waste identified by TOWN shall be in accordance with all applicable Federal, State, and local laws, standards and regulations.

5. DEBRIS DISPOSAL

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to TOWN to receive eligible reimbursement through FEMA and FHWA for such fees.

6. SUPPORT TO TOWN

Contractor shall be responsible for performing the following duties supporting TOWN during the debris removal period:

- Monitor multiple Contractors and multiple trucks delivering materials to the TDSRS.
- Verify truck deliveries to the TDSRS matching its manifest ticket-truck and maximum capacity.
- Ensure that trucks are properly covered when arriving at the TDSRS.
- Review truck manifest and inspect truck bed to confirm and validate truck's load capacity upon arrival as described on manifest ticket, and ensure that trucks are completely empty upon departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before authorizing truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the TDSRS, and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by TOWN personnel, e.g. conduct final inspections and issue closeout reports.

C. DOCUMENTATION AND RECORDS

1. DOCUMENTATION AND INSPECTIONS

Storm debris shall be subject to inspection by TOWN. Inspections will be conducted to insure compliance with the contract and applicable local, State, and Federal laws. The Contractor shall, at all times, provide TOWN access to all work sites and disposal areas. The Contractor and/or TOWN shall have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. TOWN will coordinate data recordation and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FDEM, FHWA, and FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for TOWN, noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

The Contractor shall provide to TOWN all requested information necessary for proper documentation. TOWN employees shall review all documentation prior to submittal. The Contractor shall work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. TOWN will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

2. DOCUMENTATION AND RECOVERY PROCESS

The Contractor shall perform the following in addition to providing debris removal:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested, to TOWN
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

3. TDSRS SITE RECLAMATION

Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan. **The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.**

D. WORK REQUIREMENTS

1. WORK AREAS

TOWN will establish and approve all areas that the Contractor will be allowed to work. These include right of ways, public land, and TDSRS. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.

2. WORKING HOURS

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS shall be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week, if the Contractor deems it necessary to meet the work demand, subject to TOWN's approval. TOWN shall consider for its approval safety and impacts to surrounding land uses, such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

3. PRIORITY OF WORK AREAS

TOWN will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. There may be certain debris that cannot be picked up by Contractor's equipment, machinery and general laborers. Determination of a clean and neat site will be at the sole judgment of TOWN.

4. SAFETY

The Contractor shall have at least one Safety Officer at the work area on duty at all times. The Safety Officer shall be familiar with and be properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to, certification in the Department of Transportation Maintenance of Traffic Standards. All work zones, and all work sites and conditions shall conform to all applicable Federal, State, and Local safety standards.

SECTION IV – PROPOSAL RESPONSE REQUIREMENTS

A. MINIMUM REQUIREMENTS

- The prospective service provider's response to this RFP shall include the information in the following section (Section B) at a minimum. The proposal should address the requirements in a clear and concise manner in the order stated herein.
- Proposals shall be tabbed and shall include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by TOWN.
- TOWN reserves the right to seek additional/supplemental representation on specific issues as needed.
- Respondents shall construct their proposal in the following format, and a tab must separate each section.

(Remainder of Page Intentionally Left Blank)

B. PROPOSAL CHECKLIST

Contractor shall submit in a sealed envelope, **one (1) ORIGINAL, so identified, five (5) complete copies, and one (1) electronic copy (CD or USB drive)** of its qualification proposal for services defined herein for the term of the contract.

1. TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary of the proposal, your company description, and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Contractor, their title, address, email address, and telephone and fax numbers. The summary must be limited to a maximum of two pages. The Proposal shall be signed by a person authorized to declare that the proposal is in all respects fair and in good faith without collusion or fraud and that said person has also the authority to bind the principal proponent.

2. TAB 2 – EXPERIENCE AND ABILITY AND ADDITIONAL PROPOSAL REQUIREMENTS

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. TOWN has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. All areas of operation for collection of debris shall be limited to Town's municipal boundaries. Due to the diversity of damage caused by natural or manmade disasters TOWN reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

The Contractor shall be required to conduct annual planning and training activities with TOWN throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, and current Federal, State, and local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to TOWN.

The proposal should outline the ability to provide expert guidance with the current Federal, State, and local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Financial resources /Bond rating

- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Past performance on contracts and other accomplishments
- References from past clients
- Listing of all existing disaster related pre-event contracts
- Capacity and Plan for mobilization
- Local participation in the Contractor's plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide
- Cost for services
- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as: number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris.
 - a. Include any pertinent information needed to determine the Contractor's experience and ability to perform the anticipated work.
 - b. The Contractor shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.
 - c. The proposal shall address the Contractors ability to mobilize including what is anticipated for a maximum time to mobilize.

3. TAB 3 – PAST PERFORMANCE

The Contractor shall include a list of major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the Contractor's past performance.

The proposal shall address how the Contractor has previously handled disposal of hazardous materials, construction material and white goods.

The proposal shall address how the Contractor has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.

The proposal shall address how the Contractor was previously deployed and its response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the Contractor shall include details of the project such as: the public agency, agency contact, FEMA contacts, all pertinent phone numbers and project costs. The Contractor shall provide all information necessary to verify the work with the public agency.

The Contractor shall provide (see Reference Form) at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the duration of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

4. TAB 4 – UNDERSTANDING OF PROJECT REQUIREMENTS

The Contractor shall provide their interpretation of what is required to meet the needs of TOWN. The Contractor shall use this document, their knowledge and experience to develop their understanding of this project. The Contractor is urged to develop scenarios or examples to fully explain their position. Contractor must include a copy of a current certificate of insurance. Failure to do so will result in rejection of proposal.

The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment must be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day. TOWN prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout TOWN.

The work shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by TOWN. Work will include:

- a. Examining debris to determine whether or not the debris is eligible vegetative, construction and demolition, or other debris,
- b. Loading the debris,
- c. Hauling the debris to an approved dumpsite or landfill, and
- d. Dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by TOWN. TOWN may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time, or by others. The Contractor shall make as many passes through the designated area as required by TOWN. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval and direction of TOWN.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the Contractor's personnel shall not solicit work from private citizens, or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this contract without the approval of TOWN. The Contractor will be responsible for repairing all damages as a result of Contractor's negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.

The Contractor shall preserve and protect all existing structures, infrastructures, vegetation, on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, when damage was caused by Contractor. The Contractor shall contact the person(s) making claims regarding damages caused by Contractor within two (2) days of receiving said claim, and information such as method of repair and timeline for completion shall be discussed. All damages shall be repaired no later than thirty (30) days after the completion of the debris removal. The Contractor shall provide TOWN with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at one thousand dollars (\$1,000) per calendar day for any time over the maximum allowable time established by the contract to make the necessary repairs.

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from TOWN prior to loading. Ineligible debris shall be left in place, except those items directed by TOWN.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless directed otherwise by TOWN.

5. TAB 5 – APPROACH AND METHOD

The Contractor shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The Contractor should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon. The Contractor shall provide the management processes anticipated to be used. It shall include how the interaction may take place between TOWN and the Contractor.

6. TAB 6 – MBE PARTICIPATION

Contractor shall identify qualified local and minority businesses enterprises (MBE) that could work on this potential project. A plan for identifying and use of locals and MBEs shall be included in the proposal.

7. TAB 7 – TOWN DOCUMENTS

Contractor shall complete and attach the following documents with their proposals:

- Vendor Information
- Copy of current business license
- Copy of professional licenses and certifications
- Completed W-9
- Proposer's Certification and Non-Collusion Affidavit
- Reference form
- Addenda Acknowledgment

8. TAB 8 – PRICE PROPOSAL FORM

The Contractor shall complete the price proposal form as laid out. The Contractor may not vary from the format.

a. **Desired Proposals**

- i. Qualified contractors shall have at least three (3) years' experience.
- ii. Qualified contractors shall hold a current Florida Contractor's license as specified.

b. **Selection Process**

TOWN has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

(Remainder of Page Intentionally Left Blank)

SECTION V – PROPOSAL EVALUATION

A. EVALUATION SCORING

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

EVALUATION CRITERIA	SCORE
Knowledge of Federal Emergency Management Agency regulations and procedures	20%
Respondent's Operational Plan	20%
Proposed Price for work to be accomplished	20%
Past performance record on work of similar nature, financial capabilities, and corporate history and team organization	20%
Verification of availability of qualified personnel to perform the services	10%
Interview with the review committee	10%
<u>TOTAL</u>	<u>100%</u>

1. PROPOSALS

Proposals will be reviewed and evaluated by the Review Committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of three (3) firms with the highest ranking scores after the technical proposal scores are tabulated. The financial proposals will then be ranked and considered in conjunction with the technical proposal scores.

2. PRESENTATIONS

TOWN may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at TOWN's sole discretion when it is determined presentations are essential as part of the evaluation process, and are in the best interests in this matter. It is the intention of TOWN to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of TOWN.

SECTION VI – TOWN BACKGROUND

A. PROPERTY DESCRIPTION

Pembroke Park is a municipality in Broward County, Florida, United States. The Town took its name from its location along Pembroke Road. As of the 2010 census, the population was 6,102. It is part of the South Florida metropolitan area, which was home to 5,564,635 people at the 2010 census. Almost one-half of Town residents live in mobile homes.

Pembroke Park is located at 25°59'04"N 80°10'38"W / 25.984326°N 80.177305°W / 25.984326; 80.177305°W. According to the United States Census Bureau, the Town has a total area of 1.7 square miles, of which 1.4 square miles is land and 0.27 square miles (17.5%) is water.

B. ADMINISTRATION

The project will be administered by TOWN with the Public Services Director or designee being the main point of contact for all questions during preparation and execution of project. The Public Services Department will be instrumental to the implementation of the project.

C. PAYMENT

Payment terms are NET 30 Days. TOWN is exempt from all Federal, State, local, and excise taxes.

Invoices shall be mailed to:

Town of Pembroke Park
Attn: Todd Larson, Public Services Director
3150 SW 52nd Avenue
Pembroke Park, FL 33023

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email, and all questions will be answered by addenda. All Addenda will be posted on the Town's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. All firms responding to this RFP must check these websites before responding to this RFP.
2. All respondents to this RFP shall hold harmless the TOWN, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. TOWN reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. TOWN also reserves the right to seek clarifications to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, TOWN shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of TOWN Procurement Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms with this proposal package shall be just cause for the rejection of the qualification package. However, TOWN reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver services in accordance with the contract terms and conditions, TOWN, after due oral or written notice, may procure substitute services from other sources, and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This action shall be in addition to any other remedies which TOWN may consider.
6. By submitting a proposal package, the vendor is certifying that the firm is not currently debarred from bidding on contracts by any agency of the State of Florida, nor the firm is an agent of a person or entity that is currently debarred from submitting contract bids for any agency of the State of Florida.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought in the Circuit Court of the Seventeenth Circuit, Broward County, Florida. Then, Contractor shall comply with applicable federal, state, and local laws and regulations, in the performance of the project.
8. It is understood and agreed between the parties herein that TOWN shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. FINAL SELECTION

The Review Committee representative will make a recommendation to the Town Commission following review of all qualified proposals, selection of a suitable primary and secondary vendors, and preliminary contract negotiations. TOWN shall complete contract negotiations with the successful primary and secondary vendors following the Town's Commission approval.

TOWN reserves the right to accept the response that is determined to be in the best interest of TOWN. TOWN reserves the right to reject any and or all proposals.

(Remainder of Page Intentionally Left Blank)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PRICE PROPOSAL FORM

NOTE: Respondents shall make no changes to the table below and shall fill it out completely. Values shall be provided for all categories below, otherwise proposal may be deemed non-responsive.

<u>FEES SCHEDULE</u>		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius: 0-15 Miles	\$ /CY
	16-30 Miles	\$ /CY
	31-60 Miles	\$ /CY
	61-90 Miles	\$ /CY
	91-120 Miles	\$ /CY
2.	Construction and Demolition debris hauled to and dumped at a TOWN approved disposal site or landfill.	
	Mileage Radius: 0-20 Miles	\$ /CY
	21-40 Miles	\$ /CY
	41-70 Miles	\$ /CY
	71-100 Miles	\$ /CY
	101-140 Miles	\$ /CY
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a TOWN approved recycling facility.	
	Mileage Radius: 0-20 Miles	\$ /CY
	21-40 Miles	\$ /CY
	41-70 Miles	\$ /CY
	71-100 Miles	\$ /CY
	101-140 Miles	\$ /CY

4.	Tipping fees/disposal costs for Green Waste shall be paid by Contractor, and actual incurred cost shall be invoiced to TOWN for reimbursement.	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS. Include locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by TOWN); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, articulated boom lift(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.	\$ /CY
6.	Pick up and disposal of hazardous materials.	\$ /CY
7.	Dead Animal Collection, Transportation & Disposal.	\$ /CY
8.	<u>Hazardous trees</u> – Trees will be evaluated by TOWN and be designated to be cut down, and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground.	\$ /CY
	Trees with branches remaining – FEE ONLY TO CUT TREE	\$ /CY
	6-12” Diameter	\$ /CY
	13-24” Diameter	\$ /CY
	25-48” Diameter	\$ /CY
	> 48” Diameter	\$ /CY
9.	Stumps up to 24” in diameter.	\$ /CY
	Stumps over 24” in diameter (requires TOWN’s approval).	\$ /CY
10.	<u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of TOWN, will remove hangers for a unit price per hanger.	
	2-4” Hanger	\$ /hanger
	5-12” Hanger	\$ /hanger
	> 12” Hanger	\$ /hanger
11.	<u>Private Property Demolition and Debris Removal</u> – The Contractor shall operate within the Public Right-of-Way (ROW) only as identified and directed by TOWN. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	\$ /CY
12.	Tipping fees/disposal costs for construction and demolition (C&D) debris shall be paid by TOWN.	
13.	<u>Fallen Trees</u> – The Contractor shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris shall be placed on the ROW for collection.	Price Included

14.	<u>Fill Dirt</u> – As identified and directed by TOWN, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps, and other areas that pose an imminent and significant threat to public health and safety.	\$ /CY
15.	<u>White Goods</u> – The Contractor shall recycle or dispose of all eligible white goods in accordance with all federal, state, and local rules, regulations and laws.	\$ /unit
16.	<u>Freon Recovery</u> – The Contractor SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$ /unit
17.	<u>Training and Assistance</u> Sessions for all key TOWN personnel and assistance in all disaster debris recovery planning efforts, as requested.	Price Included
18.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs, and describing the physical and financial impact of the disaster.	Price Included
19.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the Contractor's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the Contractor.	Price Included
20.	<u>Temporary Storage of Documents</u> – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Price Included
21.	<u>Debris Planning Efforts</u> – The Contractor shall assist in all disaster debris recovery planning efforts as requested by TOWN. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
22.	<u>Closure and Remediation of the TDSRS</u> – The Contractor shall remove all Contractor equipment and temporary structures, and shall dispose of all residual debris from the TDSRS at an approved final disposition site. <u>The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.</u>	Price Included
23.	<u>Reporting and Documentation</u> – The Contractor shall provide and submit to TOWN all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA requirements.	Price Included

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
Stump Grinder	\$
50' Bucket Truck	\$
16-20 Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge all issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal laws and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

TOWN reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

VENDOR INFORMATION FORM

1.	Legal Business Name	
2.	Street Address	
3.	City, State & Zip	
4.	Type of Business (Association, Corporation, Partnership, Limited Liability Company, etc.)	State of Registration
5.	Name & Title of Authorized Signer	
6.	Primary Contact	
7.	Phone	Fax
8.	E-mail	
9.	Company's Website	
10.	Has your company ever been debarred from doing business with any federal, state or local agency? Yes No If Yes, please state the agency name, dates and reason for debarment.	

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
2.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
3.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

MEMO

To: Bidders
From: Town of Pembroke Park
Date: May 17, 2019
Project: RFP 19-020 Disaster Debris Removal Disposal Services
Subject: ADDENDUM No. 1

Bidders are required to acknowledge receipt of this ADDENDUM using the form provided as part of the BID Documents. Bidders are also required to include this ADDENDUM with their submitted BID. Failure to do so may cause the BID to be non-responsive and rejected.

The BID Documents are hereby amended as follows:

A. RESPONSES TO SUBMITTED QUESTIONS:

Question 1

Regarding RFP 19-02 Disaster Debris Removal and Disposal Services, are tipping fees to be considered a passthrough to the City, or do we need to add disposal fees to our price proposal?

- **Response to Question 1**

Tipping fees will be considered a pass-through to the Town provided that the loads are prepared in accordance with all local, state, and federal laws; and provided that the Contractor completes the appropriate forms, and completes them fully and accurately.

Question 2

Hi, I'm Rodney. I work for a tree trimming company and seeing this project you guys have for the debris pick up and wanted to ask a few questions about it.

A-1

RFP 19-02 Disaster Debris Removal and Disposal Services

Addendum No. 1

Page 101 of 240

- Answer to Question 2

In accordance with the Florida Cone of Silence Laws, all questions regarding an advertised bid must be addressed via electronic mail. So, please send all your questions to Mr. Todd Larson. The deadline is tomorrow, Thursday, May 16, 2019 before 5:00 PM at TLarson@townofpembrokepark.com. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>.

Question 3

We are very interested in submitting a proposal for this project. I wanted to see if you were going to be at the Governors Hurricane Conference next week in south Florida. If you are at the conference and have time to stop by I would like to introduce myself to you.

- Answer to Question 3

Thank you for your interest in the subject RFP. Please be advised that all bid questions must be addressed via electronic mail to Mr. Todd Larson at TLarson@townofpembrokepark.com. The deadline for question is tomorrow, Thursday, May 16, 2019 before 5:00 PM. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>. The bid submittal is due Thursday May 23, 2019 on or before 3:00 PM.

Question 4

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. Will the Town consider changing the unit of measure for the following line items:
 - a. Line Item 6 – hazardous materials - from \$/CY to \$/Pound
 - b. Line Item 7 – dead animals - from \$/CY to \$/Pound
 - c. Line Item 8 – hazardous trees - from \$/CY to \$/each
 - d. Line Item 9 – stumps - from \$/CY to \$/each
2. How will the Hourly Fee schedule be used in the evaluation of the bid in terms of price? Will the hourly rates be given the same weight as the unit rates? Will you add all hourly rates up to get a lump sum number to compare against other proposals? Will the Town add up all unit rate line items for a lump sum to compare each proposer for lowest bid?

- Answer to Question 4

- | | | |
|---|-------------------|-----|
| a) Line Item 6 – hazardous materials - from | \$/CY to \$/Pound | NO |
| b) Line Item 7 – dead animals - from | \$/CY to \$/Pound | YES |
| c) Line Item 8 – hazardous trees - from | \$/CY to \$/each | NO |
| d) Line Item 9 – stumps - from | \$/CY to \$/each | YES |

The "Hourly Fee Schedule" does not hold any weight in the scoring. These items are listed only as a "placeholder." However, the "Hourly Fee Schedule" is required to be filled out for the listed personnel and equipment. If during the course of the work a forced account is utilized the incurred costs will be paid by the Town, provided sufficient backup documentation is provided.

Question 5

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. P.14 asks us to provide management plan for each category of work.
 - a. What categories of work are being referred to?
2. Tab 2 has a bulleted listing of things that need to be included in the proposal
 - a. Please confirm that these attachments can be within the appropriate sections and do not all need to be contained in Tab 2
3. Do you have a disposal agreement with WM or any other landfill?
4. Do you already have DMS's located and permitted?

- Answer to Question 5

- 1a Contractors shall demonstrate ability to manage work described under the Statement of Work in Section III (Debris Removal, Debris Processing, Documentation and Records, and Work Requirements) while performing the tasks under each event type for potential scenarios as described in Section II, Scope Work.
- 2a Attachments for Tab 2 can be placed within other Tabs when appropriate to avoid multiple duplications of attachments.
- 3a YES, the Town currently has a disposal agreement with WM. However, the Town could have an agreement in place with a different company at the time this contract becomes effective.
- 4a YES, the Town uses Broward County DMS, if opened.

Question 6

Please confirm is a bid bond is required at time of bid submission and if so, what percent or amount?

- Answer to Question 6
The bid bond is set at 5% of the total Value. Since the Value is undetermined, the Town will use an estimated Value of \$400,000 of which \$20,000 will be set as the bid bond.

Question 7

Can we get a copy of the current pricing for this contract?

- Answer to Question 7
The pricing of the Town's expired contract can be found on the following pages.

		BERGERON EMERGENCY SERVICES	BAMACO INCORPORATED	DEVLAND SITE DEVELOPMENT INC.
ITEM #	DESCRIPTION			
1	DUMP TRUCK, 16-20 YD ³ CAPACITY WITH OPERATOR	\$75.00/HOUR	\$63.00/HOUR	\$85.00/HOUR
2	RUBBER TIRED FROMT-END LOADER, 3-5 YD ³ CAPACITY, WITH OPERATOR	\$125.00/HOUR	\$130.00/HOUR	\$125.00/HOUR
3	TWO (2) PERSON LABORER CREW WITH CHAINSAWS, 16" MIN. BAR TRAFFIC FLAGS, AND MISC. SMALL TOOLS (AXES, SHOVELS SAFETY EQUIP.)	\$80.00/HOUR	\$58.00/HOUR	\$175.00/HOUR
4	CREW FOREMAN WITH PICKUP TRUCK, 1/2-1 TON, AND CELLULAR PHONE	\$55.00/HOUR	\$42.00/HOUR	\$55.00/HOUR
5	TRACK HOE EXCAVATOR, 2-3 YD ³ BUCKET WITH OPERATOR	\$110.00/HOUR	\$120.00/HOUR	\$125.00/HOUR
6	LOW BED EQUIPMENT TRAILER, 35 TON CAPACITY, AND TRACTOR TRUCK WITH OPERATOR	\$90.00/HOUR	\$50.00/HOUR	\$145.00/HOUR
	DEBRIS REMOVAL (LOAD AND HAUL)			
	FEE SCHEDULE			
1	REMOVAL OF VEGETATIVE DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$14.50/CU. YD.	\$9.05/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$18.50/CU. YD.	\$12.05/CU. YD.	\$18.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$22.50/CU. YD.
2	REMOVAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND WHITE METAL DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$18.00/CU. YD.	\$9.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$18.00/CU. YD.	\$12.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$25.75/CU. YD.
3	REMOVAL OF HAZARDOUS WASTE DEBRIS FROM CURBSIDE AT ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ECT.			
	MILEAGE RADIUS 0-15 MILES	\$50.00/CU. YD.	29.50 \$12.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$54.50/CU. YD.	31.00 \$15.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$60.50/CU. YD.	32.50 \$18.05/CU. YD.	\$22.75/CU. YD.

4	REMOVAL OF SILT AND SAND DEPOSITS FROM ASSIGNED LOAD SITE TO TRSR , INCLUDING SORTING, LOADING, HAULING, ETC.				
	MILEAGE RADIUS 0-15 MILES	\$32.00/CU. YD.	9.48	\$6.00/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$36.00/CU. YD.	10.48	\$9.00/CU. YD.	\$16.00/CU. YD.
	31-60 MILES	\$42.00/CU. YD.	12.48	\$12.00/CU. YD.	\$22.50/CU. YD.
5	STUMP GRUBBING, REMOVAL AND DISPOSAL: 24 TO 48 INCHES	\$650.00 EACH	295.00	\$233.00 EACH	\$200.00 EACH
6	STUMP GRUBBING, REMOVAL AND DISPOSAL: 39 TO 72 INCHES	\$850.00 EACH	395.00	\$433.00 EACH	\$600.00 EACH
107	STUMP GRUBBING, REMOVAL AND DISPOSAL: 73 INCHES AND LARGER	\$1250.00 EACH	695.00	\$633.00 EACH	\$750.00 EACH
240	REMOVAL AND DISPOSAL OF STUMP REMNANTS: 73 INCHES AND LARGER	\$1250.00 EACH	295.00	\$200.00 EACH	\$1000.00 EACH
9	SPOILED FOOD AND NON-HAZARDOUS WASTE REMOVAL AND DISPOSAL - THE REMOVAL SHALL INCLUDE, SORTING, LOADING HANDLING, STAGING AND HAULING TO THE FINAL DISPOSAL SITE.	\$132.00 PER TON	280.00	\$179.50 PER TON	\$33.00 PER TON
10	HAZARDOUS WASTE DEBRIS REMOVAL FORM STRUCTURES - SEARCH SAFELY ACCESSIBLE RESIDENTIAL STRUCTURES, INCLUDING GARAGES AND DETACHED OUTBUILDING FOR HAZARDOUS WASTE DEBRIS FOR REMOVAL. AT A MINIMUM THE REMOVAL SHALL INCLUDE, SORTING, HANDLING, LOADING, STAGING AND PLACING THE DEBRIS ON PUBLIC ROW FOR REMOVAL AND DISPOSAL BY OTHER PAY ITEMS IN THE PROPOSAL.	\$6.50 PER SQUARE FOOT OF FLOOR SPACE		\$1.75 PER SQUARE FOOT OF FLOOR SPACE	\$15.75 PER SQUARE FOOT OF FLOOR SPACE
11	PRIVATE AND PUBLIC PROPERTY DEMOLITION AND DEBRIS REMOVAL - THE CONTRACTOR SHALL OPERATE BEYOND THE PUBLIC RIGHT OF WAY (ROW) ONLY AS IDENTIFIED AND DIRECTED BY THE TOWN OF PEMBROKE PARK. OPERATIONS BEYOND THE ROW ON PRIVATE PROPERTY SHALL BE ONLY AS NECESSARY TO ABATE IMMINENT AND SIGNIFICANT THREATS TO PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE DEMOLITION OF STRUCTURES AND THE SORTING, LOADING, AND HAULING OF THE DEBRIS TO AN APPROVED TDSR SITE	\$74.00/CU. YD.	43.00/cu yd	\$13.05/CU. YD.	\$15.75/CU. YD.

12	REMOVAL OF UNSAFE DEBRIS FROM WITHIN PRIVATE OR PUBLIC STRUCTURES - THE CONTRACTOR SHALL OPERATE WITHIN PUBLIC OR PRIVATE STRUCTURES ONLY AS IDENTIFIED AND DIRECTED BY THE TOWN OF PEMBROKE PARK. OPERATIONS BEYOND THE ROW ON PRIVATE PROPERTY SHALL BE ONLY AS NECESSARY TO ABATE IMMINENT AND SIGNIFANNT THREATS TO PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND SHALL INCLUDE, BUT IS NOT LIMITED TO, REMOVING, SORTING, LOADING AND PLACING THE DEBRIS ON PUBLIC ROW FOR REMOVAL AND DISPOSAL BY OTHER PAY ITEMS IN THE PROPOSAL.	\$6.50 PER SQUARE FOOT OF FLOOR SPACE	\$15.05 PER SQUARE FOOT OF FLOOR SPACE	\$16.00 PER SQUARE FOOT OF FLOOR SPACE
13	BEACH RESTORATION (PRIVATE DETAILED PROPOSAL)			
14	RIVER AND CANAL SHORE LINE RESTORATION (PROVIDE DETAILED PROPSAL)			
15	RIVER AND CANAL DEBRIS REMOVAL (PROVIDE DETAILED PROPSAL)			
16	SUNKEN VESSEL REMOVAL (PROVIDE DETAILED PROPOSAL)			
	TSDR SITE MANAGEMENT FEE SCHEDULE			
1	MANAGEMENT, PROCESSING AND LOADING OF ALL DEBRIS AND / OR RESIDUE AT THE TSDR SITES: INCLUDING LOCATING, PREPARING AND LAYOUT OF SITES; MANAGEMENT, MAINTENANCE AND OPERATION OF THE TSDR SITES; THE RECEIVING, SORTING, SEGREGATION, PROCESSING AND REDUCTION DEBRIS, LOADING (AS DESCRIBED IN OTHER SECTIONS OF THIS CONTRACT AND DIRECTED BY PEMBROKE PARK	\$9.75 PER CUBIC YARD	\$7.00 PER CUBIC YARD	\$72.00 PER CUBIC YARD
2	FINAL HAUL OUT OF PROCESSED DEBRIS FROM THE TSDR SITE TO AN APPROVED DISPOSAL SITE.			
	MILEAGE RADIUS 0-15 MILES	\$28.00/CU. YD.	\$7.00/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$30.00/CU. YD.	\$8.00/CU. YD.	\$18.00/CU. YD.
	31-60 MILES	\$34.00/CU. YD.	\$9.00/CU. YD.	\$22.00/CU. YD.
	61-90 MILES	\$53.00/CU. YD.	\$10.00/CU. YD.	\$32.00/CU. YD.

3	FINAL HAUL OUT OF PROCESSED DEBRIS FROM THE TDSR SITE TO AN APPROVED DISPOSAL SITE.				
	MILEAGE RADIUS 0-15 MILES	\$112.00/TON	16.00	\$20.00/TON	\$15.00/TON
	16-30 MILES	\$120.00/TON	20.00	\$25.00/TON	\$18.00/TON
	31-60 MILES	\$136.00/TON	23.00	\$30.00/TON	\$22.00/TON
	61-90 MILES	\$212.00/TON	26.50	\$35.00/TON	\$32.00/TON
Page 107 of 240	FREON RECOVERY - THE CONTRACTOR SHALL REMOVE AND RECOVER FREON FROM ANY WHITE METAL DEBRIS, SUCH AS REFRIGERATORS, FREEZERS OR AIR CONDITIONERS, AT THE TDSR SITE OR FINAL DISPOSAL SITE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS, THE CONTRACTOR MUST HAVE ALL REQUIRED LICENSE AND CERTIFICATIONS TO PERFORM WORK.	\$240.00/TON	110.00	\$369.00/TON	\$60.00/TON
TREE AND LIMB REMOVAL					
FEE SCHEDULE					
1	TREE REMOVAL AND DISPOSAL - 4" TO 12" DBH	\$225.00	145	\$75.00	\$125.00
2	TREE REMOVAL AND DISPOSAL - 13" TO 24" DBH	\$450.00	445	\$175.00	\$275.00
3	TREE REMOVAL AND DISPOSAL - 37" TO 48" DBH	\$1,250.00	995	\$375.00	\$350.00
4	TREE REMOVAL AND DISPOSAL - 49" & GREATER DBH	\$1,600.00	1,345	\$575.00	\$700.00
5	LIMB REMOVAL AND DISPOSAL - 1 TO 5 LIMBS PER TREE	\$250.00	95	\$75.00	\$75.00
6	LIMB REMOVAL AND DISPOSAL - 6 TO 10 LIMBS PER TREE	\$650.00	155	\$100.00	\$150.00
7	LIMB REMOVAL AND DISPOSAL - 11 LIMBS OR GREATER PER TREE	\$1,000.00	195	\$125.00	\$350.00
OTHER DISASTER RELATED SERVICES*					
FEE SCHEDULE					
1	TREE ON PROPERTIES 4" TO 49"	"HOURLY EQUIPMENT RENTAL" ATTACHED			
2	ICE (PER POUND -DELIVERED)			\$1.50	
3	WATER (PER GALLON - DELIVERED)			\$1.50	
4	EMERGENCY FUEL 9GASOLINE OR DIESEL)			\$4.00 PER GALLON	
5	MATERIAL FILL DIRT FOR STUMP HOLES, PURCHASED, PLACED AND SHAPED			\$16.50 PER CY	
6	EMERGENCY POWER GENERATOR - 20 KW			\$3350.00 TRIPLE SHIFT WEEKLY	
7	EMERGENCY POWER GENERATOR - 40 KW			\$5050.00 TRIPLE SHIFT WEEKLY	
8	EMERGENCY POWER GENERATOR - 60 KW			\$6550.00 TRIPLE SHIFT WEEKLY	

EXHIBIT "B"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
FEMA Contract Clauses

EXHIBIT “B”

For purposes of the provisions below, the Town of Pembroke Park, Florida shall be referenced as “GOVERNMENT” and Ceres Environmental Services, Inc. shall be referenced as “CONTRACTOR.”

CONTRACTOR shall fully review the contract clauses by their CFR reference accordingly, as cited below.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

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

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

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

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

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

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

GOVERNMENT:
TOWN OF PEMBROKE PARK, FL

A handwritten signature in blue ink, appearing to be "C. L. L.", written over a horizontal line.

CONTRACTOR:
CERES ENVIRONMENTAL SERVICES, INC.

A handwritten signature in blue ink, appearing to be "M. L. L.", written over a horizontal line.

EXHIBIT "C"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
Certification Regarding Lobbying



EXHIBIT "C"

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

CERES ENVIRONMENTAL SERVICES, INC.


AUTHORIZED SIGNATURE

Date: Sept. 19, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cobb Strecker Dunphy & Zimmermann 225 South Sixth Street STE 1900 Minneapolis MN 55402	CONTACT NAME: Sarah Edwards PHONE (A/C, No, Ext): 612-349-2407 E-MAIL: sedwards@csdz.com ADDRESS: sedwards@csdz.com	FAX (A/C, No):
INSURED Ceres Environmental Services, Inc. 3825 85th Ave N Brooklyn Park, MN 55443	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Fire Insurance Company INSURER B: Zurich American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10030 16535

COVERAGES

CERTIFICATE NUMBER: 823240565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contr Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		GLO183855300	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP184004600	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Phy Damage \$ 50,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ \$0		G46808848003	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		WC18355400	9/1/2019	9/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Work Performed
Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.
Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.
The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

CERTIFICATE HOLDER

Town of Prembroke Park 3150 SW 52nd Avenue Pembroke Park FL 33023	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ORIGIN ID: BOWA (941) 358-6984
MICHELLE KENTOLA

6968 PROFESSIONAL PARKWAY EAST

SARASOTA, FL 34240
UNITED STATES US

SHIP DATE: 23SEP19
ACTWGT: 1.10 LB
CAD: 250188283/MET4160
BILL SENDER

TO MYRIAM JACQUES, LEED AP
TOWN OF PEMBROKE PARK
3150 SW 52ND AVENUE

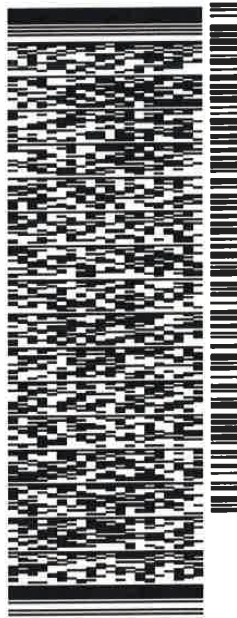
PEMBROKE PARK FL 33023

(800) 218-4424

REF: RFP 19-02 DEBRIS PROPOSAL

PO:

DEPT:

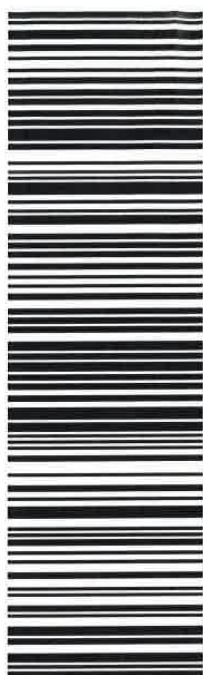


567J19D04/05A2

TRK# 7763 0862 0940
0201

TUE - 24 SEP 10:30A
PRIORITY OVERNIGHT

32 FXEA
FL-US FLL 33023



Ceres

After printing this label:

Use the 'Print' button on this page to print your label to your laser or inkjet printer.

Fold the printed page along the horizontal line.

Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



FIRST AMENDMENT TO RFP 19-02 DISASTER DEBRIS REMOVAL AGREEMENT
WITH CUSTOM TREE CARE, INC.

This First Amendment to the RFP 19-02 Disaster Debris Removal with Custom Tree Care, Inc. Agreement ("Agreement") is entered into the 1st day of October, 2022, by and between the Town of Pembroke Park (the "Town"), a Florida municipal corporation, and Custom Tree Care, Inc. ("Vendor").

WHEREAS, the Parties entered into an Agreement on December 13th, 2019, which provided that Vendor would provide Town with Disaster Debris Removal Services; and

WHEREAS, the Town desires to renew the Agreement for the first time after the expiration of the contract on September 30, 2022.

NOW THEREFORE, the Town and Vendor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The terms and conditions of the Agreement not specifically amended by the terms of this First Amendment shall remain in full force and effect between the parties. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall control to the extent of such conflict or ambiguity.

2. The parties agree to extend the term of the Agreement for the period of one (1) year from October 1, 2022 through September 30, 2023. There shall remain one (1) more renewal of the Agreement.

3. Public Records law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FL 33023. PHONE: 954-966-4600.

Vendor agrees to comply with public records laws and specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.

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

e. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An emailed or faxed copy of this First Amendment shall have the same force and effect as the original.

f. This First Amendment, together with the Agreement, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This First Amendment may be amended, supplemented, modified, or discharged only upon an agreement in writing executed by all of the parties.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VENDOR

TOWN OF PEMBROKE PARK

NAME

MAYOR

TITLE

ATTEST Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT

THIS IS AN AGREEMENT, between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and Custom Tree Care, ("Provider") whose address is 6021 SW 29th Street, PMB #130, Topeka, KS 66614.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Town and Provider covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Town's Request for Proposals No. 19-02, including any and all addenda, prepared by the Town of Pembroke Park, (collectively the "RFP" or Exhibit "A").
- (2) The FEMA Contract Clauses attached hereto as Exhibit "B";
- (3) Provider's Certification Regarding Lobbying, attached hereto as Exhibit "C";
- (4) Provider's Proposal submitted in response to the RFP, attached hereto as Exhibit "D"

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the Contract Documents (collectively, the "Services"). By signing this Agreement, Provider represents that it thoroughly reviewed the Contract Documents and that it accepts the description of the work and the conditions under which the Services are to be performed. Further, Provider acknowledges that Town has selected multiple providers under the RFP and agrees that no Services shall be rendered by Provider until Town has issued a written Notice to Proceed.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the amounts provided for in Exhibit "D" ("Fees") for the Services. The Fees shall be the sole compensation paid to Provider in connection with the rendition of the Services, and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town's payment requirements. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of three (3) years (the “Term”). The Town reserves the right to extend this Agreement for up to two (2) additional one (1) year term(s), provided all terms conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority.** Provider hereby represents and warrants to Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
2. **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
3. **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider’s profession practicing under similar circumstances or at the same time and in the same locality.
2. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.
3. **Independent Contractor.** It is specifically understood that Provider is an independent contractor. Provider acknowledges (i) that its employees will not be covered by Town’s workers’ compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider’s employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

4. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. Town shall have the right to audit Provider's books and records, at Town's expense, upon prior notice, with regard to the Services provided to Town under this Agreement. Provider shall allow Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of Town's Internal Audit department shall be reimbursed to Town by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by Town.
5. **Property Rights.** [INTENTIONALLY OMITTED]
6. **Insurance.** Insurance shall be required as stated in RFP 19-02.
7. **Indemnity.** Provider agrees to indemnify, defend, save and hold harmless Town, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such suits, in the name of Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify Town for Town's own negligence, or intentional acts of Town, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of Town as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.
8. **Termination.** [INTENTIONALLY OMITTED]
9. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, to Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Todd Larson, Public Works Director, and to Provider at the address provided for in the paragraph of this Agreement.
10. **Taxes.** Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Availability of Funds. [INTENTIONALLY OMITTED]

12. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

13. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. Assignment. This Agreement requires the skills and experience of Provider and the responsibility to complete the project may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

15. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. Ethics; Conflict of Interest.

16.1 Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of Town or any Town agency or selection committee.

16.2 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the Town Commission or any official, department director, head of any Town agency, or member of any board, committee or agency of Town.

16.3 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town Commission, any department director or head of any Town agency, any employee of Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

16.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

16.5 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

18. Small Business Requirements. [INTENTIONALLY OMITTED]

19. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records, which includes the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

2. Upon request from Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Provider does not transfer the records to Town.

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

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Address: Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Phone: 954-466-4600

Email: njoseph@townofpembrokepark.com

- 20. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 21. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.
- 22. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
- 23. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
- 24. Inspector General.** Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Town to be a material breach of this Agreement justifying its termination.
- 25. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by Town and Provider.

- 26. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Contract Documents and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) Exhibit “A”; (3) Exhibit “B”; (4) Exhibit “C”; and (5) Exhibit “D”;. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.
- 27. Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 28. Further Assurance.** Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 29. Counterparts.** This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[REST OF THIS PAGE INTENTIONALLY OMMITTED; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CUSTOM TREE CARE, INC.

By: _____

Print Name: _____

Date: _____

Authorized Representative

TOWN OF PEMBROKE PARK

By: _____

Ashira Mohammed, Mayor

Attest: _____

for Natasha Joseph, Deputy Town Clerk

Date: _____

EXHIBIT "A"

Town of Pembroke Park

Request for Proposals and Addendum 1

RFP 19-02 Disaster Debris Removal and Disposal Services



**TOWN OF PEMROKE PARK
REQUEST FOR PROPOSALS, RFP 19-02
FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

THURSDAY, MAY 23, 2019 AT 3:00 PM, EST

**TOWN OF PEMBROKE PARK
ATTENTION: DEPUTY CLERCK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER

**TOWN OF PEMBROKE PARK, FLORIDA
REQUEST FOR PROPOSALS, RFP 19-02
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SECTION I – GENERAL OVERVIEW

A. PURPOSE

The Town of Pembroke Park (TOWN) is issuing this Request for Proposals (RFP) to seek professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-way, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	Thursday, April 25, 2019
Pre-Bid Conference Meeting	None
Deadline for questions to TOWN TLarson@townofpembrokepark.com	Thursday, May 16, 2019 at 5:00 PM
Deadline for Addenda, posted on these websites: www.townofpembrokepark.com , and www.demandstar.com	Friday, May 17, 2019 at 5:00 PM
Submittal deadline	Thursday, May 23, 2019 at 3:00 PM

2. PROPOSALS SUBMISSION

One (1) original complete signed submittals, five (5) duplicate copies and one (1) electronic copy (CD or USB drive) of the proposal package, both technical and financial, must be received by **Thursday, May 23, 2019 AT 3:00 PM, EASTERN STANDARD TIME**. Proposals must be clearly identified with the following on the outside of envelope: the vendor's name, address, date and hour set for the bid opening, and “**DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**” to:

Town of Pembroke Park
Attention: Deputy Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. CONTACT PERSON

Vendors are encouraged to contact **Todd Larson, Public Services Director via electronic mail at TLarson@townofpembrokepark.com** for clarification to any part of the RFP requirements. All questions shall be directed to Todd Larson in writing via electronic mail before the DEADLINE FOR QUESTIONS by 5:00 PM, Thursday, May 16, 2019. Any information obtained by an unauthorized contact shall not be used as a basis for responding to this RFP, and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other TOWN employee to discuss the bid process or bid opportunities except through the Public Services Director named herein, which may only be contacted by electronic mail. This policy shall be strictly enforced, and TOWN reserves the right to reject the submittal of any vendor violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on TOWN's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Vendors are advised to check the websites for addenda before submitting their bids.

Vendors shall acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum shall result in the rejection of the offer if the addendum contains information which substantively changes TOWN's requirements.

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be accepted. Modifications received after the due date will not be accepted. TOWN assumes no responsibility for the premature opening of a proposal not properly addressed and identified, or not delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

TOWN reserves the right to reject any and all submittals, and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of TOWN. TOWN reserves the right to cancel this RFP at any time.

7. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a proposal in response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of TOWN has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be awarded under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the Proposal to TOWN, or any work performed in connection therewith is the responsibility of the vendor(s).

10. RFP OPENING

The names of the firms responding to this RFP shall be read aloud publicly by the Public Director (or designee) in Town Hall at the submitting deadline and their proposals shall subsequently be subject to an evaluation review. A list of names of firms responding to the RFP shall be posted on TOWN's website at www.townofpembrokepark.com/departments/bid-openings/. The list may also be obtained from Todd Larson, Public Services Director, after the RFP due date and time stated herein.

11. PUBLIC RECORDS

All materials submitted in connection with this RFP shall be public documents and subject to the Public Records Act and all other laws of the State of Florida, the United States of America and the public records policies of TOWN. All such materials shall remain the property of TOWN and will not be returned to the respondent.

12. TAXES

The selected vendor will be provided with TOWN's Sales Tax and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed Vendor Information Form, current copy of business license and current W-9. Vendors whose place of business is other than the State of Florida may be required to provide to the Public Services Director copies of their State's regulations and/or laws concerning the application of vendor preference requirements applicable in their State. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

14. INSURANCE

The selected vendor shall provide TOWN with a Certificate of Insurance for General liability, Automobile insurance, and Workers' Compensation before work can begin on TOWN project, and remain effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance must be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance must be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; and Workers' Compensation insurance must be in compliance with the requirements established by the State of Florida.

15. BONDS

Any combination of the following bonds will be required by TOWN: five percent (5%) bid bond, one hundred percent (100%) payment bond, and one hundred percent (100%) performance bond. All bonds shall be payable to TOWN. Bonding company must be authorized to do business in Florida by the Florida Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bond and as acceptable reinsuring companies, and have an "A" or better A.M. Best rating.

16. ANTI-DISCRIMINATION

TOWN, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all vendors certify to TOWN that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over ten thousand dollars (\$10,000) the below-listed provisions apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the above-listed provisions in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

SECTION II – SCOPE OF WORK

A. PURPOSE

TOWN is issuing this Request for Proposals (RFP) to seek the professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. CONTRACT PERIOD

The Contract for these services will be from July 1, 2019 to May 31, 2022. Future contract periods will run from June 1st to May 31st. Prices must remain as bid for the term of the contract. This contract is eligible for two (2) additional 12-month contract periods after the initial contract term at the sole discretion of TOWN. Any price increase must be disclosed in writing to TOWN Public Services Director ninety (90) days in advance of any annual renewal.

C. PROJECT SCOPE

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Contractor who is capable of efficiently removing large volumes of disaster-generated debris in a timely and cost-effective manner and lawfully disposing of all debris. The successful Contractor(s) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.

It is also TOWN's intent to secure the services of a second similarly experienced firm to supplement the first firm. This second Contractor shall supplement debris removal and disposal, if in the opinion of TOWN, the workload is such that the work will not be sufficiently completed in the time period specified. All work required in the performance of the contract will be coordinated through the TOWN. Federal Emergency Management Agency (FEMA) Debris Management Guide should be used for guidance in preparing a response to this RFP.

This guide may be accessed at: <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

1. DEFINITIONS

Contractor – The successful firm or corporation with whom TOWN has executed the Agreement.

Debris – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

Debris Management Team – The team staffed by TOWN, and the Contractor.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

TDSRS – Temporary Debris Staging and Reduction Sites

2. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

When a major disaster occurs or is imminent, TOWN shall contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of TOWN's intent to activate the contracts. Debris removal shall generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent disaster or tornado strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors shall provide the emergency push into TOWN.

TOWN upon contacting the Contractor shall issue a work order and work task assignment. The issuance of the work order shall allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with Town Emergency Management personnel. This may include staffing or preparing reports for TOWN's Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification by TOWN to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Contractor shall be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris shall be at TOWN's approved temporary debris management sites or landfill sites. The Contractor shall be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

3. HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste (HHW) encountered by the debris removal Contractor shall be set aside. HHW disposal shall be the responsibility of the property owner where HHW is located. TOWN will designate HHW drop-off locations.

The following items shall be considered HHW for the purpose of this contract:

- Used motor oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

The Contractor shall setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor shall be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter shall be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Recyclable garbage will be collected by TOWN or commercial waste haulers and is not to be collected or transported by Contractor unless the recyclable garbage is a part of a mixed waste

stream including debris from the disaster.

4. **POTENTIAL SCENARIOS**

a. Event Type 1: Spot Jobs

In **Event Type 1**, the Contractor shall be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

b. Event Type 2: Small Event

In **Event Type 2**, the Contractor shall provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and dispose of all types of debris with its own resources, except that government land may be provided for temporary debris and equipment storage. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. The quantity of debris shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of by burning or land filling. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

c. Event Type 3: Significant Event I – Removal, Reduction, Hauling – Woody Debris Only

In **Event Type 3**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

d. Event Type 4: Significant Event I – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 4**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling or disposal site(s) designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C.

e. Event Type 5: Catastrophic Event – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 5**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies or Contractor. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

SECTION III – STATEMENT OF WORK

The qualified firm will develop and present the scope of services, to meet TOWN's needs. The work to be undertaken includes, but is not limited to, the following:

A. DEBRIS REMOVAL

1. **EMERGENCY ROAD CLEARANCE**

Removal of debris from the primary transportation routes as directed by TOWN. In this role the Contractor shall perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. TOWN will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into TOWN. TOWN will designate roadway priorities for this push.

2. **DEBRIS REMOVAL FROM PUBLIC PROPERTY**

Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by TOWN. It may be necessary for the Contractor to make several trips through a neighborhood as debris is moved to the ROW. In this case, the loads will need to be documented separately, per the instructions of TOWN.

3. **DEBRIS REMOVAL 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 TOWN, shall accomplish the removal of debris from private property.

4. **WHITE GOODS**

The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliance, such as refrigerators, freezers, air conditioners, ovens, ranges, washing machines, clothes dryers, and water heaters. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

5. **HAZARDOUS TREE STUMPS**

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by TOWN. Stumps shall be hauled to TDSRS where they shall be inspected, categorized by size, and disposed of by Contractor.

6. **FILL DIRT**

The Contractor shall supply and 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 TOWN.

B. DEBRIS PROCESSING

1. TEMPORARY DEBRIS STAGING AND REDUCTION SITE (TDSRS)

The Debris Management Team shall determine the minimum number of sites required for each storm event. TOWN will designate debris management sites. The Contractor and TOWN will jointly select these sites, at the beginning of the storm season. Preparation, maintenance and operation of these TDSRS facilities shall be entirely the Contractor's responsibility. The Contractor may also lease or own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a hydraulic articulated boom lift, sufficient for the inspection of all incoming and exiting loads. At TOWN's discretion, publicly owned rights of way or other entity owned property could be provided for temporary storage of TOWN debris.

2. TDSRS DEBRIS REMOVAL OPERATIONS PLAN AND ENVIRONMENTAL PROTECTION PLAN

This plan shall address site setup, pre use activities, post use activities and operational activities. The plans shall also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the Contractor shall provide a Site Management Plan.

The Contractor(s) shall submit one (1) original and three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation – clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work area, and inspection tower
- Location of incineration operations, grinding operation, (if required). Burning operations shall maintain a 100-foot clearance from the stockpile, and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection
- Restoration of site

3. LAWS, STANDARDS, AND REGULATIONS

All debris shall be processed in accordance with local, State, and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by TOWN. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

4. GENERATED HAZARDOUS WASTE ABATEMENT

Abatement of hazardous waste identified by TOWN shall be in accordance with all applicable Federal, State, and local laws, standards and regulations.

5. DEBRIS DISPOSAL

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to TOWN to receive eligible reimbursement through FEMA and FHWA for such fees.

6. SUPPORT TO TOWN

Contractor shall be responsible for performing the following duties supporting TOWN during the debris removal period:

- Monitor multiple Contractors and multiple trucks delivering materials to the TDSRS.
- Verify truck deliveries to the TDSRS matching its manifest ticket-truck and maximum capacity.
- Ensure that trucks are properly covered when arriving at the TDSRS.
- Review truck manifest and inspect truck bed to confirm and validate truck's load capacity upon arrival as described on manifest ticket, and ensure that trucks are completely empty upon departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before authorizing truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the TDSRS, and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by TOWN personnel, e.g. conduct final inspections and issue closeout reports.

C. DOCUMENTATION AND RECORDS

1. DOCUMENTATION AND INSPECTIONS

Storm debris shall be subject to inspection by TOWN. Inspections will be conducted to insure compliance with the contract and applicable local, State, and Federal laws. The Contractor shall, at all times, provide TOWN access to all work sites and disposal areas. The Contractor and/or TOWN shall have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. TOWN will coordinate data recordation and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FDEM, FHWA, and FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for TOWN, noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

The Contractor shall provide to TOWN all requested information necessary for proper documentation. TOWN employees shall review all documentation prior to submittal. The Contractor shall work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. TOWN will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

2. DOCUMENTATION AND RECOVERY PROCESS

The Contractor shall perform the following in addition to providing debris removal:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested, to TOWN
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

3. TDSRS SITE RECLAMATION

Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan. **The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.**

D. WORK REQUIREMENTS

1. WORK AREAS

TOWN will establish and approve all areas that the Contractor will be allowed to work. These include right of ways, public land, and TDSRS. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.

2. WORKING HOURS

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS shall be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week, if the Contractor deems it necessary to meet the work demand, subject to TOWN's approval. TOWN shall consider for its approval safety and impacts to surrounding land uses, such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

3. **PRIORITY OF WORK AREAS**

TOWN will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. There may be certain debris that cannot be picked up by Contractor's equipment, machinery and general laborers. Determination of a clean and neat site will be at the sole judgment of TOWN.

4. **SAFETY**

The Contractor shall have at least one Safety Officer at the work area on duty at all times. The Safety Officer shall be familiar with and be properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to, certification in the Department of Transportation Maintenance of Traffic Standards. All work zones, and all work sites and conditions shall conform to all applicable Federal, State, and Local safety standards.

SECTION IV – PROPOSAL RESPONSE REQUIREMENTS

A. MINIMUM REQUIREMENTS

- The prospective service provider's response to this RFP shall include the information in the following section (Section B) at a minimum. The proposal should address the requirements in a clear and concise manner in the order stated herein.
- Proposals shall be tabbed and shall include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by TOWN.
- TOWN reserves the right to seek additional/supplemental representation on specific issues as needed.
- Respondents shall construct their proposal in the following format, and a tab must separate each section.

(Remainder of Page Intentionally Left Blank)

B. PROPOSAL CHECKLIST

Contractor shall submit in a sealed envelope, **one (1) ORIGINAL, so identified, five (5) complete copies, and one (1) electronic copy (CD or USB drive)** of its qualification proposal for services defined herein for the term of the contract.

1. TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary of the proposal, your company description, and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Contractor, their title, address, email address, and telephone and fax numbers. The summary must be limited to a maximum of two pages. The Proposal shall be signed by a person authorized to declare that the proposal is in all respects fair and in good faith without collusion or fraud and that said person has also the authority to bind the principal proponent.

2. TAB 2 – EXPERIENCE AND ABILITY AND ADDITIONAL PROPOSAL REQUIREMENTS

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. TOWN has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. All areas of operation for collection of debris shall be limited to Town's municipal boundaries. Due to the diversity of damage caused by natural or manmade disasters TOWN reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

The Contractor shall be required to conduct annual planning and training activities with TOWN throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, and current Federal, State, and local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to TOWN.

The proposal should outline the ability to provide expert guidance with the current Federal, State, and local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Financial resources /Bond rating

- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Past performance on contracts and other accomplishments
- References from past clients
- Listing of all existing disaster related pre-event contracts
- Capacity and Plan for mobilization
- Local participation in the Contractor's plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide
- Cost for services
- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as: number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris.
 - a. Include any pertinent information needed to determine the Contractor's experience and ability to perform the anticipated work.
 - b. The Contractor shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.
 - c. The proposal shall address the Contractors ability to mobilize including what is anticipated for a maximum time to mobilize.

3. TAB 3 – PAST PERFORMANCE

The Contractor shall include a list of major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the Contractor's past performance.

The proposal shall address how the Contractor has previously handled disposal of hazardous materials, construction material and white goods.

The proposal shall address how the Contractor has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.

The proposal shall address how the Contractor was previously deployed and its response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the Contractor shall include details of the project such as: the public agency, agency contact, FEMA contacts, all pertinent phone numbers and project costs. The Contractor shall provide all information necessary to verify the work with the public agency.

The Contractor shall provide (see Reference Form) at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the duration of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

4. TAB 4 – UNDERSTANDING OF PROJECT REQUIREMENTS

The Contractor shall provide their interpretation of what is required to meet the needs of TOWN. The Contractor shall use this document, their knowledge and experience to develop their understanding of this project. The Contractor is urged to develop scenarios or examples to fully explain their position. Contractor must include a copy of a current certificate of insurance. Failure to do so will result in rejection of proposal.

The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment must be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day. TOWN prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout TOWN.

The work shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by TOWN. Work will include:

- a. Examining debris to determine whether or not the debris is eligible vegetative, construction and demolition, or other debris,
- b. Loading the debris,
- c. Hauling the debris to an approved dumpsite or landfill, and
- d. Dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by TOWN. TOWN may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time, or by others. The Contractor shall make as many passes through the designated area as required by TOWN. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval and direction of TOWN.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the Contractor's personnel shall not solicit work from private citizens, or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this contract without the approval of TOWN. The Contractor will be responsible for repairing all damages as a result of Contractor's negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.

The Contractor shall preserve and protect all existing structures, infrastructures, vegetation, on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, when damage was caused by Contractor. The Contractor shall contact the person(s) making claims regarding damages caused by Contractor within two (2) days of receiving said claim, and information such as method of repair and timeline for completion shall be discussed. All damages shall be repaired no later than thirty (30) days after the completion of the debris removal. The Contractor shall provide TOWN with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at one thousand dollars (\$1,000) per calendar day for any time over the maximum allowable time established by the contract to make the necessary repairs.

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from TOWN prior to loading. Ineligible debris shall be left in place, except those items directed by TOWN.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless directed otherwise by TOWN.

5. TAB 5 – APPROACH AND METHOD

The Contractor shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The Contractor should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon. The Contractor shall provide the management processes anticipated to be used. It shall include how the interaction may take place between TOWN and the Contractor.

6. TAB 6 – MBE PARTICIPATION

Contractor shall identify qualified local and minority businesses enterprises (MBE) that could work on this potential project. A plan for identifying and use of locals and MBEs shall be included in the proposal.

7. TAB 7 – TOWN DOCUMENTS

Contractor shall complete and attach the following documents with their proposals:

- Vendor Information
- Copy of current business license
- Copy of professional licenses and certifications
- Completed W-9
- Proposer's Certification and Non-Collusion Affidavit
- Reference form
- Addenda Acknowledgment

8. TAB 8 – PRICE PROPOSAL FORM

The Contractor shall complete the price proposal form as laid out. The Contractor may not vary from the format.

a. **Desired Proposals**

- i. Qualified contractors shall have at least three (3) years' experience.
- ii. Qualified contractors shall hold a current Florida Contractor's license as specified.

b. **Selection Process**

TOWN has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

(Remainder of Page Intentionally Left Blank)

SECTION V – PROPOSAL EVALUATION

A. EVALUATION SCORING

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

EVALUATION CRITERIA	SCORE
Knowledge of Federal Emergency Management Agency regulations and procedures	20%
Respondent's Operational Plan	20%
Proposed Price for work to be accomplished	20%
Past performance record on work of similar nature, financial capabilities, and corporate history and team organization	20%
Verification of availability of qualified personnel to perform the services	10%
Interview with the review committee	10%
<u>TOTAL</u>	<u>100%</u>

1. PROPOSALS

Proposals will be reviewed and evaluated by the Review Committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of three (3) firms with the highest ranking scores after the technical proposal scores are tabulated. The financial proposals will then be ranked and considered in conjunction with the technical proposal scores.

2. PRESENTATIONS

TOWN may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at TOWN's sole discretion when it is determined presentations are essential as part of the evaluation process, and are in the best interests in this matter. It is the intention of TOWN to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of TOWN.

SECTION VI – TOWN BACKGROUND

A. PROPERTY DESCRIPTION

Pembroke Park is a municipality in Broward County, Florida, United States. The Town took its name from its location along Pembroke Road. As of the 2010 census, the population was 6,102. It is part of the South Florida metropolitan area, which was home to 5,564,635 people at the 2010 census. Almost one-half of Town residents live in mobile homes.

Pembroke Park is located at 25°59'04"N 80°10'38"W / 25.984326°N 80.177305°W / 25.984326; 80.177305°W. According to the United States Census Bureau, the Town has a total area of 1.7 square miles, of which 1.4 square miles is land and 0.27 square miles (17.5%) is water.

B. ADMINISTRATION

The project will be administered by TOWN with the Public Services Director or designee being the main point of contact for all questions during preparation and execution of project. The Public Services Department will be instrumental to the implementation of the project.

C. PAYMENT

Payment terms are NET 30 Days. TOWN is exempt from all Federal, State, local, and excise taxes.

Invoices shall be mailed to:

Town of Pembroke Park
Attn: Todd Larson, Public Services Director
3150 SW 52nd Avenue
Pembroke Park, FL 33023

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email, and all questions will be answered by addenda. All Addenda will be posted on the Town's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. All firms responding to this RFP must check these websites before responding to this RFP.
2. All respondents to this RFP shall hold harmless the TOWN, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. TOWN reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. TOWN also reserves the right to seek clarifications to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, TOWN shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of TOWN Procurement Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms with this proposal package shall be just cause for the rejection of the qualification package. However, TOWN reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver services in accordance with the contract terms and conditions, TOWN, after due oral or written notice, may procure substitute services from other sources, and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This action shall be in addition to any other remedies which TOWN may consider.
6. By submitting a proposal package, the vendor is certifying that the firm is not currently debarred from bidding on contracts by any agency of the State of Florida, nor the firm is an agent of a person or entity that is currently debarred from submitting contract bids for any agency of the State of Florida.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought in the Circuit Court of the Seventeenth Circuit, Broward County, Florida. Then, Contractor shall comply with applicable federal, state, and local laws and regulations, in the performance of the project.
8. It is understood and agreed between the parties herein that TOWN shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. FINAL SELECTION

The Review Committee representative will make a recommendation to the Town Commission following review of all qualified proposals, selection of a suitable primary and secondary vendors, and preliminary contract negotiations. TOWN shall complete contract negotiations with the successful primary and secondary vendors following the Town's Commission approval.

TOWN reserves the right to accept the response that is determined to be in the best interest of TOWN. TOWN reserves the right to reject any and or all proposals.

(Remainder of Page Intentionally Left Blank)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PRICE PROPOSAL FORM

NOTE: Respondents shall make no changes to the table below and shall fill it out completely. Values shall be provided for all categories below, otherwise proposal may be deemed non-responsive.

<u>FEES SCHEDULE</u>		
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)	
	Mileage Radius: 0-15 Miles	\$ /CY
	16-30 Miles	\$ /CY
	31-60 Miles	\$ /CY
	61-90 Miles	\$ /CY
	91-120 Miles	\$ /CY
2.	Construction and Demolition debris hauled to and dumped at a TOWN approved disposal site or landfill.	
	Mileage Radius: 0-20 Miles	\$ /CY
	21-40 Miles	\$ /CY
	41-70 Miles	\$ /CY
	71-100 Miles	\$ /CY
	101-140 Miles	\$ /CY
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a TOWN approved recycling facility.	
	Mileage Radius: 0-20 Miles	\$ /CY
	21-40 Miles	\$ /CY
	41-70 Miles	\$ /CY
	71-100 Miles	\$ /CY
	101-140 Miles	\$ /CY

4.	Tipping fees/disposal costs for Green Waste shall be paid by Contractor, and actual incurred cost shall be invoiced to TOWN for reimbursement.	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS. Include locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by TOWN); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, articulated boom lift(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.	\$ /CY
6.	Pick up and disposal of hazardous materials.	\$ /CY
7.	Dead Animal Collection, Transportation & Disposal.	\$ /CY
8.	<u>Hazardous trees</u> – Trees will be evaluated by TOWN and be designated to be cut down, and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground.	\$ /CY
	Trees with branches remaining – FEE ONLY TO CUT TREE	\$ /CY
	6-12” Diameter	\$ /CY
	13-24” Diameter	\$ /CY
	25-48” Diameter	\$ /CY
	> 48” Diameter	\$ /CY
9.	Stumps up to 24” in diameter.	\$ /CY
	Stumps over 24” in diameter (requires TOWN’s approval).	\$ /CY
10.	<u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of TOWN, will remove hangers for a unit price per hanger.	
	2-4” Hanger	\$ /hanger
	5-12” Hanger	\$ /hanger
	> 12” Hanger	\$ /hanger
11.	<u>Private Property Demolition and Debris Removal</u> – The Contractor shall operate within the Public Right-of-Way (ROW) only as identified and directed by TOWN. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	\$ /CY
12.	Tipping fees/disposal costs for construction and demolition (C&D) debris shall be paid by TOWN.	
13.	<u>Fallen Trees</u> – The Contractor shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris shall be placed on the ROW for collection.	Price Included

14.	<u>Fill Dirt</u> – As identified and directed by TOWN, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps, and other areas that pose an imminent and significant threat to public health and safety.	\$ /CY
15.	<u>White Goods</u> – The Contractor shall recycle or dispose of all eligible white goods in accordance with all federal, state, and local rules, regulations and laws.	\$ /unit
16.	<u>Freon Recovery</u> – The Contractor SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$ /unit
17.	<u>Training and Assistance</u> Sessions for all key TOWN personnel and assistance in all disaster debris recovery planning efforts, as requested.	Price Included
18.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs, and describing the physical and financial impact of the disaster.	Price Included
19.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the Contractor's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the Contractor.	Price Included
20.	<u>Temporary Storage of Documents</u> – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Price Included
21.	<u>Debris Planning Efforts</u> – The Contractor shall assist in all disaster debris recovery planning efforts as requested by TOWN. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
22.	<u>Closure and Remediation of the TDSRS</u> – The Contractor shall remove all Contractor equipment and temporary structures, and shall dispose of all residual debris from the TDSRS at an approved final disposition site. <u>The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.</u>	Price Included
23.	<u>Reporting and Documentation</u> – The Contractor shall provide and submit to TOWN all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA requirements.	Price Included

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
Stump Grinder	\$
50' Bucket Truck	\$
16-20 Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge all issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal laws and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

TOWN reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

VENDOR INFORMATION FORM

1.	Legal Business Name	
2.	Street Address	
3.	City, State & Zip	
4.	Type of Business (Association, Corporation, Partnership, Limited Liability Company, etc.)	State of Registration
5.	Name & Title of Authorized Signer	
6.	Primary Contact	
7.	Phone	Fax
8.	E-mail	
9.	Company's Website	
10.	Has your company ever been debarred from doing business with any federal, state or local agency? Yes No If Yes, please state the agency name, dates and reason for debarment.	

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
2.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
3.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

MEMO

To: Bidders
From: Town of Pembroke Park
Date: May 17, 2019
Project: RFP 19-020 Disaster Debris Removal Disposal Services
Subject: ADDENDUM No. 1

Bidders are required to acknowledge receipt of this ADDENDUM using the form provided as part of the BID Documents. Bidders are also required to include this ADDENDUM with their submitted BID. Failure to do so may cause the BID to be non-responsive and rejected.

The BID Documents are hereby amended as follows:

A. RESPONSES TO SUBMITTED QUESTIONS:

Question 1

Regarding RFP 19-02 Disaster Debris Removal and Disposal Services, are tipping fees to be considered a passthrough to the City, or do we need to add disposal fees to our price proposal?

- **Response to Question 1**

Tipping fees will be considered a pass-through to the Town provided that the loads are prepared in accordance with all local, state, and federal laws; and provided that the Contractor completes the appropriate forms, and completes them fully and accurately.

Question 2

Hi, I'm Rodney. I work for a tree trimming company and seeing this project you guys have for the debris pick up and wanted to ask a few questions about it.

A-1

RFP 19-02 Disaster Debris Removal and Disposal Services

Addendum No. 1

Page 162 of 240

- Answer to Question 2

In accordance with the Florida Cone of Silence Laws, all questions regarding an advertised bid must be addressed via electronic mail. So, please send all your questions to Mr. Todd Larson. The deadline is tomorrow, Thursday, May 16, 2019 before 5:00 PM at TLarson@townofpembrokepark.com. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>.

Question 3

We are very interested in submitting a proposal for this project. I wanted to see if you were going to be at the Governors Hurricane Conference next week in south Florida. If you are at the conference and have time to stop by I would like to introduce myself to you.

- Answer to Question 3

Thank you for your interest in the subject RFP. Please be advised that all bid questions must be addressed via electronic mail to Mr. Todd Larson at TLarson@townofpembrokepark.com. The deadline for question is tomorrow, Thursday, May 16, 2019 before 5:00 PM. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>. The bid submittal is due Thursday May 23, 2019 on or before 3:00 PM.

Question 4

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. Will the Town consider changing the unit of measure for the following line items:
 - a. Line Item 6 – hazardous materials - from \$/CY to \$/Pound
 - b. Line Item 7 – dead animals - from \$/CY to \$/Pound
 - c. Line Item 8 – hazardous trees - from \$/CY to \$/each
 - d. Line Item 9 – stumps - from \$/CY to \$/each
2. How will the Hourly Fee schedule be used in the evaluation of the bid in terms of price? Will the hourly rates be given the same weight as the unit rates? Will you add all hourly rates up to get a lump sum number to compare against other proposals? Will the Town add up all unit rate line items for a lump sum to compare each proposer for lowest bid?

- Answer to Question 4

- | | | |
|---|-------------------|-----|
| a) Line Item 6 – hazardous materials - from | \$/CY to \$/Pound | NO |
| b) Line Item 7 – dead animals - from | \$/CY to \$/Pound | YES |
| c) Line Item 8 – hazardous trees - from | \$/CY to \$/each | NO |
| d) Line Item 9 – stumps - from | \$/CY to \$/each | YES |

The "Hourly Fee Schedule" does not hold any weight in the scoring. These items are listed only as a "placeholder." However, the "Hourly Fee Schedule" is required to be filled out for the listed personnel and equipment. If during the course of the work a forced account is utilized the incurred costs will be paid by the Town, provided sufficient backup documentation is provided.

Question 5

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. P.14 asks us to provide management plan for each category of work.
 - a. What categories of work are being referred to?
2. Tab 2 has a bulleted listing of things that need to be included in the proposal
 - a. Please confirm that these attachments can be within the appropriate sections and do not all need to be contained in Tab 2
3. Do you have a disposal agreement with WM or any other landfill?
4. Do you already have DMS's located and permitted?

- Answer to Question 5

- 1a Contractors shall demonstrate ability to manage work described under the Statement of Work in Section III (Debris Removal, Debris Processing, Documentation and Records, and Work Requirements) while performing the tasks under each event type for potential scenarios as described in Section II, Scope Work.
- 2a Attachments for Tab 2 can be placed within other Tabs when appropriate to avoid multiple duplications of attachments.
- 3a YES, the Town currently has a disposal agreement with WM. However, the Town could have an agreement in place with a different company at the time this contract becomes effective.
- 4a YES, the Town uses Broward County DMS, if opened.

Question 6

Please confirm is a bid bond is required at time of bid submission and if so, what percent or amount?

- Answer to Question 6

The bid bond is set at 5% of the total Value. Since the Value is undetermined, the Town will use an estimated Value of \$400,000 of which \$20,000 will be set as the bid bond.

Question 7

Can we get a copy of the current pricing for this contract?

- Answer to Question 7

The pricing of the Town's expired contract can be found on the following pages.

		BERGERON EMERGENCY SERVICES	BAMACO INCORPORATED	DEVLAND SITE DEVELOPMENT INC.
ITEM #	DESCRIPTION			
1	DUMP TRUCK, 16-20 YD ³ CAPACITY WITH OPERATOR	\$75.00/HOUR	\$63.00/HOUR	\$85.00/HOUR
2	RUBBER TIRED FROMT-END LOADER, 3-5 YD ³ CAPACITY, WITH OPERATOR	\$125.00/HOUR	\$130.00/HOUR	\$125.00/HOUR
3	TWO (2) PERSON LABORER CREW WITH CHAINSAWS, 16" MIN. BAR TRAFFIC FLAGS, AND MISC. SMALL TOOLS (AXES, SHOVELS SAFETY EQUIP.)	\$80.00/HOUR	\$58.00/HOUR	\$175.00/HOUR
4	CREW FOREMAN WITH PICKUP TRUCK, 1/2-1 TON, AND CELLULAR PHONE	\$55.00/HOUR	\$42.00/HOUR	\$55.00/HOUR
5	TRACK HOE EXCAVATOR, 2-3 YD ³ BUCKET WITH OPERATOR	\$110.00/HOUR	\$120.00/HOUR	\$125.00/HOUR
6	LOW BED EQUIPMENT TRAILER, 35 TON CAPACITY, AND TRACTOR TRUCK WITH OPERATOR	\$90.00/HOUR	\$50.00/HOUR	\$145.00/HOUR
	DEBRIS REMOVAL (LOAD AND HAUL)			
	FEE SCHEDULE			
1	REMOVAL OF VEGETATIVE DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$14.50/CU. YD.	\$9.05/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$18.50/CU. YD.	\$12.05/CU. YD.	\$18.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$22.50/CU. YD.
2	REMOVAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND WHITE METAL DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$18.00/CU. YD.	\$9.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$18.00/CU. YD.	\$12.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$25.75/CU. YD.
3	REMOVAL OF HAZARDOUS WASTE DEBRIS FROM CURBSIDE AT ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ECT.			
	MILEAGE RADIUS 0-15 MILES	\$50.00/CU. YD.	24-50 \$12.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$54.50/CU. YD.	31-00 \$15.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$60.50/CU. YD.	32-50 \$18.05/CU. YD.	\$22.75/CU. YD.

4	REMOVAL OF SILT AND SAND DEPOSITS FROM ASSIGNED LOAD SITE TO TRSR , INCLUDING SORTING, LOADING, HAULING, ETC.				
	MILEAGE RADIUS 0-15 MILES	\$32.00/CU. YD.	9.48	\$6.00/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$36.00/CU. YD.	10.48	\$9.00/CU. YD.	\$16.00/CU. YD.
	31-60 MILES	\$42.00/CU. YD.	12.48	\$12.00/CU. YD.	\$22.50/CU. YD.
5	STUMP GRUBBING, REMOVAL AND DISPOSAL: 24 TO 48 INCHES	\$650.00 EACH	295.00	\$233.00 EACH	\$200.00 EACH
6	STUMP GRUBBING, REMOVAL AND DISPOSAL: 39 TO 72 INCHES	\$850.00 EACH	395.00	\$433.00 EACH	\$600.00 EACH
7	STUMP GRUBBING, REMOVAL AND DISPOSAL: 73 INCHES AND LARGER	\$1250.00 EACH	695.00	\$633.00 EACH	\$750.00 EACH
8	REMOVAL AND DISPOSAL OF STUMP REMNANTS: 73 INCHES AND LARGER	\$1250.00 EACH	295.00	\$200.00 EACH	\$1000.00 EACH
9	SPOILED FOOD AND NON-HAZARDOUS WASTE REMOVAL AND DISPOSAL - THE REMOVAL SHALL INCLUDE, SORTING, LOADING HANDLING, STAGING AND HAULING TO THE FINAL DISPOSAL SITE.	\$132.00 PER TON	280.00	\$179.50 PER TON	\$33.00 PER TON
10	HAZARDOUS WASTE DEBRIS REMOVAL FORM STRUCTURES - SEARCH SAFELY ACCESSIBLE RESIDENTIAL STRUCTURES, INCLUDING GARAGES AND DETACHED OUTBUILDING FOR HAZARDOUS WASTE DEBRIS FOR REMOVAL. AT A MINIMUM THE REMOVAL SHALL INCLUDE, SORTING, HANDLING, LOADING, STAGING AND PLACING THE DEBRIS ON PUBLIC ROW FOR REMOVAL AND DISPOSAL BY OTHER PAY ITEMS IN THE PROPOSAL.	\$6.50 PER SQUARE FOOT OF FLOOR SPACE		\$1.75 PER SQUARE FOOT OF FLOOR SPACE	\$15.75 PER SQUARE FOOT OF FLOOR SPACE
11	PRIVATE AND PUBLIC PROPERTY DEMOLITION AND DEBRIS REMOVAL - THE CONTRACTOR SHALL OPERATE BEYOND THE PUBLIC RIGHT OF WAY (ROW) ONLY AS IDENTIFIED AND DIRECTED BY THE TOWN OF PEMBROKE PARK. OPERATIONS BEYOND THE ROW ON PRIVATE PROPERTY SHALL BE ONLY AS NECESSARY TO ABATE IMMINENT AND SIGNIFICANT THREATS TO PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE DEMOLITION OF STRUCTURES AND THE SORTING, LOADING, AND HAULING OF THE DEBRIS TO AN APPROVED TDSR SITE	\$74.00/CU. YD.	43.00/cu yd	\$13.05/CU. YD.	\$15.75/CU. YD.

	REMOVAL OF UNSAFE DEBRIS FROM WITHIN PRIVATE OR PUBLIC STRUCTURES - THE CONTRACTOR SHALL OPERATE WITHIN PUBLIC OR PRIVATE STRUCTURES ONLY AS IDENTIFIED AND DIRECTED BY THE TOWN OF PEMBROKE PARK. OPERATIONS BEYOND THE ROW ON PRIVATE PROPERTY SHALL BE ONLY AS NECESSARY TO ABATE IMMINENT AND SIGNIFANNT THREATS TO PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND SHALL INCLUDE, BUT IS NOT LIMITED TO, REMOVING, SORTING, LOADING AND PLACING THE DEBRIS ON PUBLIC ROW FOR REMOVAL AND DISPOSAL BY OTHER PAY ITEMS IN THE PROPOSAL.	\$6.50 PER SQUARE FOOT OF FLOOR SPACE	\$15.05 PER SQUARE FOOT OF FLOOR SPACE	\$16.00 PER SQUARE FOOT OF FLOOR SPACE
13	BEACH RESTORATION (PRIVATE DETAILED PROPOSAL)			
14	RIVER AND CANAL SHORE LINE RESTORATION (PROVIDE DETAILED PROPSAL)			
15	RIVER AND CANAL DEBRIS REMOVAL (PROVIDE DETAILED PROPSAL)			
16	SUNKEN VESSEL REMOVAL (PROVIDE DETAILED PROPOSAL)			
	TSDR SITE MANAGEMENT FEE SCHEDULE			
1	MANAGEMENT, PROCESSING AND LOADING OF ALL DEBRIS AND / OR RESIDUE AT THE TSDR SITES: INCLUDING LOCATING, PREPARING AND LAYOUT OF SITES; MANAGEMENT, MAINTENANCE AND OPERATION OF THE TSDR SITES; THE RECEIVING, SORTING, SEGREGATION, PROCESSING AND REDUCTION DEBRIS, LOADING (AS DESCRIBED IN OTHER SECTIONS OF THIS CONTRACT AND DIRECTED BY PEMBROKE PARK	\$9.75 PER CUBIC YARD	\$7.00 PER CUBIC YARD	\$72.00 PER CUBIC YARD
2	FINAL HAUL OUT OF PROCESSED DEBRIS FROM THE TSDR SITE TO AN APPROVED DISPOSAL SITE.			
	MILEAGE RADIUS 0-15 MILES	\$28.00/CU. YD.	\$7.00/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$30.00/CU. YD.	\$8.00/CU. YD.	\$18.00/CU. YD.
	31-60 MILES	\$34.00/CU. YD.	\$9.00/CU. YD.	\$22.00/CU. YD.
	61-90 MILES	\$53.00/CU. YD.	\$10.00/CU. YD.	\$32.00/CU. YD.

3	FINAL HAUL OUT OF PROCESSED DEBRIS FROM THE TDSR SITE TO AN APPROVED DISPOSAL SITE.				
	MILEAGE RADIUS 0-15 MILES	\$112.00/TON	16.00	\$20.00/TON	\$15.00/TON
	16-30 MILES	\$120.00/TON	20.00	\$25.00/TON	\$18.00/TON
	31-60 MILES	\$136.00/TON	23.00	\$30.00/TON	\$22.00/TON
	61-90 MILES	\$212.00/TON	26.50	\$35.00/TON	\$32.00/TON
Page 168 of 240	FREON RECOVERY - THE CONTRACTOR SHALL REMOVE AND RECOVER FREON FROM ANY WHITE METAL DEBRIS, SUCH AS REFRIGERATORS, FREEZERS OR AIR CONDITIONERS, AT THE TDSR SITE OR FINAL DISPOSAL SITE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS, THE CONTRACTOR MUST HAVE ALL REQUIRED LICENSE AND CERTIFICATIONS TO PERFORM WORK.	\$240.00/TON	110.00	\$369.00/TON	\$60.00/TON
TREE AND LIMB REMOVAL					
FEE SCHEDULE					
1	TREE REMOVAL AND DISPOSAL - 4" TO 12" DBH	\$225.00	145	\$75.00	\$125.00
2	TREE REMOVAL AND DISPOSAL - 13" TO 24" DBH	\$450.00	445	\$175.00	\$275.00
3	TREE REMOVAL AND DISPOSAL - 37" TO 48" DBH	\$1,250.00	995	\$375.00	\$350.00
4	TREE REMOVAL AND DISPOSAL - 49" & GREATER DBH	\$1,600.00	1,345	\$575.00	\$700.00
5	LIMB REMOVAL AND DISPOSAL - 1 TO 5 LIMBS PER TREE	\$250.00	95	\$75.00	\$75.00
6	LIMB REMOVAL AND DISPOSAL - 6 TO 10 LIMBS PER TREE	\$650.00	155	\$100.00	\$150.00
7	LIMB REMOVAL AND DISPOSAL - 11 LIMBS OR GREATER PER TREE	\$1,000.00	195	\$125.00	\$350.00
OTHER DISASTER RELATED SERVICES*					
FEE SCHEDULE					
1	TREE ON PROPERTIES 4" TO 49"	"HOURLY EQUIPMENT RENTAL" ATTACHED			
2	ICE (PER POUND -DELIVERED)			\$1.50	
3	WATER (PER GALLON - DELIVERED)			\$1.50	
4	EMERGENCY FUEL 9GASOLINE OR DIESEL)			\$4.00 PER GALLON	
5	MATERIAL FILL DIRT FOR STUMP HOLES, PURCHASED, PLACED AND SHAPED			\$16.50 PER CY	
6	EMERGENCY POWER GENERATOR - 20 KW			\$3350.00 TRIPLE SHIFT WEEKLY	
7	EMERGENCY POWER GENERATOR - 40 KW			\$5050.00 TRIPLE SHIFT WEEKLY	
8	EMERGENCY POWER GENERATOR - 60 KW			\$6550.00 TRIPLE SHIFT WEEKLY	

EXHIBIT "B"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
FEMA Contract Clauses

EXHIBIT “B”

For purposes of the provisions below, the Town of Pembroke Park, Florida shall be referenced as “GOVERNMENT” and Custom Tree Care, Inc. shall be referenced as “CONTRACTOR.”

CONTRACTOR shall fully review the contract clauses by their CFR reference accordingly, as cited below.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

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

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

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

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

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

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

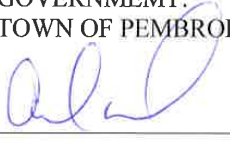
P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

GOVERNMENT:
TOWN OF PEMBROKE PARK, FL



CONTRACTOR:
CUSTOM TREE CARE SERVICES, INC.



EXHIBIT "C"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
Certification Regarding Lobbying



EXHIBIT "C"

CERTIFICATION REGARDING LOBBYING

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

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

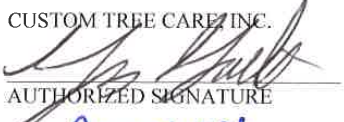
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

CUSTOM TREE CARE, INC.


AUTHORIZED SIGNATURE

Date: August 29th, 2019

Customer Name: Mr. Tom
Tel: 011 202 412 1111
Tapeka, KS 666014



Town of Pembroke Park
Attn: Myham Jacques
3150 SW 52nd Avenue
Pembroke Park, FL 33023



RECEIVED SEP 03 2019

Town of PembrokePark
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov



FIRST AMENDMENT TO RFP 19-02 DISASTER DEBRIS REMOVAL AGREEMENT
WITH TFR ENTERPRISES, INC.

This First Amendment to the RFP 19-02 Disaster Debris Removal with TFR Enterprises, Inc. Agreement ("Agreement") is entered into the 1st day of October, 2022, by and between the Town of Pembroke Park (the "Town"), a Florida municipal corporation, and TFR Enterprises, Inc. ("Vendor").

WHEREAS, the Parties entered into an Agreement on December 13th, 2019, which provided that Vendor would provide Town with Disaster Debris Removal Services; and

WHEREAS, the Town desires to renew the Agreement for the first time after the expiration of the contract on September 30, 2022.

NOW THEREFORE, the Town and Vendor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The terms and conditions of the Agreement not specifically amended by the terms of this First Amendment shall remain in full force and effect between the parties. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, this First Amendment shall control to the extent of such conflict or ambiguity.

2. The parties agree to extend the term of the Agreement for the period of one (1) year from October 1, 2022 through September 30, 2023. There shall remain one (1) more renewal of the Agreement.

3. Public Records law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FL 33023. PHONE: 954-966-4600.

Vendor agrees to comply with public records laws and specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the public agency.

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

e. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. An emailed or faxed copy of this First Amendment shall have the same force and effect as the original.

f. This First Amendment, together with the Agreement, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This First Amendment may be amended, supplemented, modified, or discharged only upon an agreement in writing executed by all of the parties.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

VENDOR

TOWN OF PEMBROKE PARK

NAME

MAYOR

TITLE

ATTEST Approved as to form and legal sufficiency

TOWN CLERK

TOWN ATTORNEY



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT

THIS IS AN AGREEMENT, between the Town of Pembroke Park, a Florida municipality, ("Town"), whose address is 3150 SW 52nd Ave., Pembroke Park, FL 33023, and TFR Enterprises Inc., ("Provider") whose address is 601 Leander Drive, Leander, TX 78641.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Town and Provider covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Town's Request for Proposals No. 19-02, including any and all addenda, prepared by the Town of Pembroke Park, (collectively the "RFP" or Exhibit "A").
- (2) The FEMA Contract Clauses attached hereto as Exhibit "B";
- (3) Provider's Certification Regarding Lobbying, attached hereto as Exhibit "C";
- (4) Provider's Proposal submitted in response to the RFP, attached hereto as Exhibit "D"

II. SCOPE OF SERVICES

Provider shall provide all labor, services, materials, supplies, equipment, transportation and supervision necessary or proper for performance of the work as set forth in the Contract Documents (collectively, the "Services"). By signing this Agreement, Provider represents that it thoroughly reviewed the Contract Documents and that it accepts the description of the work and the conditions under which the Services are to be performed. Further, Provider acknowledges that Town has selected multiple providers under the RFP and agrees that no Services shall be rendered by Provider until Town has issued a written Notice to Proceed.

III. FEE, INVOICES, AND PAYMENT

Town agrees to pay Provider the amounts provided for in Exhibit "D" ("Fees") for the Services. The Fees shall be the sole compensation paid to Provider in connection with the rendition of the Services, and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

Invoices shall be submitted to: Pembroke Park Finance and Budget Department, 3150 SW 52nd Ave., Pembroke Park, FL 33023. Invoices shall show the nature of the service and dates(s) of service. Provider shall provide W-9 or FEIN# to Town with first invoice.

Town agrees to pay the Fees based on receipt of a proper invoice from Provider in accordance with Town's payment requirements. Payment will be made within 30 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes.

IV. TERM

This Agreement shall be effective upon execution by the parties, and shall continue for a period of three (3) years (the “Term”). The Town reserves the right to extend this Agreement for up to two (2) additional one (1) year term(s), provided all terms conditions and specifications remain the same, both parties agree and sign a written extension, and such extension is approved by the Town Commission. In the event the term of this Agreement extends beyond the end of any fiscal year of Town, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PROVIDER

1. **Authority**. Provider hereby represents and warrants to Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.
2. **Duly Licensed**. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
3. **No Contingency**. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, Town shall have the right to terminate the Agreement without liability.

VI. GENERAL TERMS AND CONDITIONS

1. **Standard of Care**. The standard of care for all Services performed or furnished by Provider under this Agreement will be consistent with the care and skill ordinarily used by members of Provider’s profession practicing under similar circumstances or at the same time and in the same locality.
2. **Compliance with Laws**. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and Town ordinances and regulations, including ethics and procurement requirements.
3. **Independent Contractor**. It is specifically understood that Provider is an independent contractor. Provider acknowledges (i) that its employees will not be covered by Town’s workers’ compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider’s employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind Town to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to Town for all negligent performance of work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

4. **Right to Audit.** Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. Town shall have the right to audit Provider's books and records, at Town's expense, upon prior notice, with regard to the Services provided to Town under this Agreement. Provider shall allow Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of Town's Internal Audit department shall be reimbursed to Town by Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by Provider within 45 days from presentation of Town's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by Town.
5. **Property Rights.** [INTENTIONALLY OMITTED]
6. **Insurance.** Insurance shall be required as stated in RFP 19-02.
7. **Indemnity.** Provider agrees to indemnify, defend, save and hold harmless Town, its officers, agents and employees, from any third party claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its commissioners, officials, employees or agents to the extent arising out of Provider's negligent performance of the Services or to the extent caused by or arising out of (a) any negligent act or omission or willful misconduct of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of Provider's negligent execution of Services under this Agreement; or (c) the violation of applicable federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Provider or any negligent act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all such claims and losses and shall defend all such suits, in the name of Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify Town for Town's own negligence, or intentional acts of Town, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of Town as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.
8. **Termination.** [INTENTIONALLY OMITTED]
9. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, to Town at 3150 SW 52nd Ave., Pembroke Park, FL, 33023, Attention: Todd Larson, Public Works Director, and to Provider at the address provided for in the paragraph of this Agreement.
10. **Taxes.** Town is exempt from the requirement for the payment of sales tax on goods and services purchased by Town.

11. Availability of Funds. [INTENTIONALLY OMITTED]

12. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

13. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. Assignment. This Agreement requires the skills and experience of Provider and the responsibility to complete the project may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

15. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. Ethics; Conflict of Interest.

16.1 Provider represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of Town or any Town agency or selection committee.

16.2 Provider represents that, to the best of its knowledge, it does not employ, directly or indirectly, the mayor, members of the Town Commission or any official, department director, head of any Town agency, or member of any board, committee or agency of Town.

16.3 Provider represents that it has not knowingly and unlawfully given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town Commission, any department director or head of any Town agency, any employee of Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

16.4 Provider represents that, to the best of its knowledge, it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement.

16.5 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the applicable provisions of the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and may result in debarment from Town's competitive procurement activities.

18. Small Business Requirements. [INTENTIONALLY OMITTED]

19. Public Records Law. Provider shall comply with Chapter 119, Florida Statutes, regarding public records, which includes the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by Town in order to perform the service.

2. Upon request from Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Provider does not transfer the records to Town.

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

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS TOWN'S CUSTODIAN OF PUBLIC RECORDS AT:

Address: Office of the Town Clerk
Town of Pembroke Park
3150 SW 52nd Ave.
Pembroke Park, FL 33023

Phone: 954-466-4600

Email: njoseph@townofpembrokepark.com

- 20. Governing Law.** This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. Town and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Broward County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 21. Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.
- 22. Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.
- 23. Headings.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
- 24. Inspector General.** Provider is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Town to be a material breach of this Agreement justifying its termination.
- 25. Entire Agreement; Exhibits; Amendment.** Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by Town and Provider.

- 26. Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Contract Documents and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) Exhibit “A”; (3) Exhibit “B”; (4) Exhibit “C”; and (5) Exhibit “D”;. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.
- 27. Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 28. Further Assurance.** Provider and Town agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 29. Counterparts.** This Agreement may be executed in one or more counterparts, use of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[REST OF THIS PAGE INTENTIONALLY OMMITTED; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

TFR ENTERPRISES, INC.

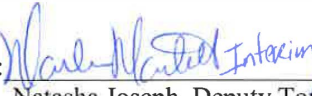
By: 

Print Name: Tipton F. Rowland
Authorized Representative

Date: August 30, 2019

TOWN OF PEMBROKE PARK

By: 
Ashira Mohammed, Mayor

Attest:  Interim Town Clerk
Natasha Joseph, Deputy Town Clerk

Date: 12/12/2019

EXHIBIT "A"

Town of Pembroke Park

Request for Proposals and Addendum 1

RFP 19-02 Disaster Debris Removal and Disposal Services



**TOWN OF PEMROKE PARK
REQUEST FOR PROPOSALS, RFP 19-02
FOR
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

THURSDAY, MAY 23, 2019 AT 3:00 PM, EST

**TOWN OF PEMBROKE PARK
ATTENTION: DEPUTY CLERCK
3150 SW 52ND AVENUE
PEMBROKE PARK, FL 33023**

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED
DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER

**TOWN OF PEMBROKE PARK, FLORIDA
REQUEST FOR PROPOSALS, RFP 19-02
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

SECTION I – GENERAL OVERVIEW

A. PURPOSE

The Town of Pembroke Park (TOWN) is issuing this Request for Proposals (RFP) to seek professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-way, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. INFORMATION TO VENDORS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	Thursday, April 25, 2019
Pre-Bid Conference Meeting	None
Deadline for questions to TOWN TLarson@townofpembrokepark.com	Thursday, May 16, 2019 at 5:00 PM
Deadline for Addenda, posted on these websites: www.townofpembrokepark.com , and www.demandstar.com	Friday, May 17, 2019 at 5:00 PM
Submittal deadline	Thursday, May 23, 2019 at 3:00 PM

2. PROPOSALS SUBMISSION

One (1) original complete signed submittals, five (5) duplicate copies and one (1) electronic copy (CD or USB drive) of the proposal package, both technical and financial, must be received by **Thursday, May 23, 2019 AT 3:00 PM, EASTERN STANDARD TIME**. Proposals must be clearly identified with the following on the outside of envelope: the vendor's name, address, date and hour set for the bid opening, and “**DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**” to:

Town of Pembroke Park
Attention: Deputy Clerk
3150 SW 52nd Avenue
Pembroke Park, Florida 33023

HAND delivered copies may be delivered to the above address ONLY between the working hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by TOWN.

Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to the Town of Pembroke Park.*

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

3. CONTACT PERSON

Vendors are encouraged to contact **Todd Larson, Public Services Director via electronic mail at TLarson@townofpembrokepark.com** for clarification to any part of the RFP requirements. All questions shall be directed to Todd Larson in writing via electronic mail before the DEADLINE FOR QUESTIONS by 5:00 PM, Thursday, May 16, 2019. Any information obtained by an unauthorized contact shall not be used as a basis for responding to this RFP, and may result in the disqualification of the vendor's submittal.

Vendors may not contact any elected official or other To TOWN employee to discuss the bid process or bid opportunities except through the Public Services Director named herein, which may only be contacted by electronic mail. This policy shall be strictly enforced, and TOWN reserves the right to reject the submittal of any vendor violating this provision.

4. ADDITIONAL INFORMATION/ADDENDA

TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on TOWN's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail. Vendors are advised to check the websites for addenda before submitting their bids.

Vendors shall acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the vendor's receipt of any addendum shall result in the rejection of the offer if the addendum contains information which substantively changes TOWN's requirements.

5. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be accepted. Modifications received after the due date will not be accepted. TOWN assumes no responsibility for the premature opening of a proposal not properly addressed and identified, or not delivered to the proper designation.

6. REJECTION OF PROPOSALS/CANCELLATION

TOWN reserves the right to reject any and all submittals, and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of TOWN. TOWN reserves the right to cancel this RFP at any time.

7. MINIMUM RFP ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

8. NON-COLLUSION AFFIDAVIT

By submitting a proposal in response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal, and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a proposal, the vendor represents and warrants that no official or employee of TOWN has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be awarded under it, or in any expected profits to arise there from.

9. COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the Proposal to TOWN, or any work performed in connection therewith is the responsibility of the vendor(s).

10. RFP OPENING

The names of the firms responding to this RFP shall be read aloud publicly by the Public Director (or designee) in Town Hall at the submitting deadline and their proposals shall subsequently be subject to an evaluation review. A list of names of firms responding to the RFP shall be posted on TOWN's website at www.townofpembrokepark.com/departments/bid-openings/. The list may also be obtained from Todd Larson, Public Services Director, after the RFP due date and time stated herein.

11. PUBLIC RECORDS

All materials submitted in connection with this RFP shall be public documents and subject to the Public Records Act and all other laws of the State of Florida, the United States of America and the public records policies of TOWN. All such materials shall remain the property of TOWN and will not be returned to the respondent.

12. TAXES

The selected vendor will be provided with TOWN's Sales Tax and Use Tax Certificate of Exemption number upon request.

13. VENDOR INFORMATION

All submissions shall include a completed Vendor Information Form, current copy of business license and current W-9. Vendors whose place of business is other than the State of Florida may be required to provide to the Public Services Director copies of their State's regulations and/or laws concerning the application of vendor preference requirements applicable in their State. Failure to provide this information could result in the disqualification of the vendor from submitting a proposal.

14. INSURANCE

The selected vendor shall provide TOWN with a Certificate of Insurance for General liability, Automobile insurance, and Workers' Compensation before work can begin on TOWN project, and remain effective for the duration of the work as described in the contract documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance must be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance must be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; and Workers' Compensation insurance must be in compliance with the requirements established by the State of Florida.

15. BONDS

Any combination of the following bonds will be required by TOWN: five percent (5%) bid bond, one hundred percent (100%) payment bond, and one hundred percent (100%) performance bond. All bonds shall be payable to TOWN. Bonding company must be authorized to do business in Florida by the Florida Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bond and as acceptable reinsuring companies, and have an "A" or better A.M. Best rating.

16. ANTI-DISCRIMINATION

TOWN, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this RFP, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this RFP and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all vendors certify to TOWN that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and comply with Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts.

In every contract of over ten thousand dollars (\$10,000) the below-listed provisions apply:

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the above-listed provisions in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

SECTION II – SCOPE OF WORK

A. PURPOSE

TOWN is issuing this Request for Proposals (RFP) to seek the professional services from qualified contractors for Disaster Debris Removal and Disposal Services. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to TOWN. This solicitation by TOWN will result in the selection of two (2) experienced firms, one Primary and one Secondary, to remove and lawfully dispose of disaster-generated debris (other than household and recyclable garbage) from public property and public rights-of-ways, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in TOWN, immediately after a disaster.

This RFP will be used as a means of pre-qualifying potential suppliers.

B. CONTRACT PERIOD

The Contract for these services will be from July 1, 2019 to May 31, 2022. Future contract periods will run from June 1st to May 31st. Prices must remain as bid for the term of the contract. This contract is eligible for two (2) additional 12-month contract periods after the initial contract term at the sole discretion of TOWN. Any price increase must be disclosed in writing to TOWN Public Services Director ninety (90) days in advance of any annual renewal.

C. PROJECT SCOPE

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced Contractor who is capable of efficiently removing large volumes of disaster-generated debris in a timely and cost-effective manner and lawfully disposing of all debris. The successful Contractor(s) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 120 days.

It is also TOWN's intent to secure the services of a second similarly experienced firm to supplement the first firm. This second Contractor shall supplement debris removal and disposal, if in the opinion of TOWN, the workload is such that the work will not be sufficiently completed in the time period specified. All work required in the performance of the contract will be coordinated through the TOWN. Federal Emergency Management Agency (FEMA) Debris Management Guide should be used for guidance in preparing a response to this RFP.

This guide may be accessed at: <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

1. DEFINITIONS

Contractor – The successful firm or corporation with whom TOWN has executed the Agreement.

Debris – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

Debris Management Team – The team staffed by TOWN, and the Contractor.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

TDSRS – Temporary Debris Staging and Reduction Sites

2. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

When a major disaster occurs or is imminent, TOWN shall contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of TOWN's intent to activate the contracts. Debris removal shall generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent disaster or tornado strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors shall provide the emergency push into TOWN.

TOWN upon contacting the Contractor shall issue a work order and work task assignment. The issuance of the work order shall allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall also begin coordination with Town Emergency Management personnel. This may include staffing or preparing reports for TOWN's Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification by TOWN to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Contractor shall be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris shall be at TOWN's approved temporary debris management sites or landfill sites. The Contractor shall be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all debris management sites.

3. HOUSEHOLD HAZARDOUS WASTE

Household Hazardous Waste (HHW) encountered by the debris removal Contractor shall be set aside. HHW disposal shall be the responsibility of the property owner where HHW is located. TOWN will designate HHW drop-off locations.

The following items shall be considered HHW for the purpose of this contract:

- Used motor oil
- Batteries
- Paint
- Aerosol spray cans
- Pesticides
- Antifreeze
- Fluorescent light bulbs
- Propane tanks (household size)

The Contractor shall setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The Contractor shall be responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter shall be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the Contractor, if qualified, or a qualified Sub-Contractor.

Recyclable garbage will be collected by TOWN or commercial waste haulers and is not to be collected or transported by Contractor unless the recyclable garbage is a part of a mixed waste

stream including debris from the disaster.

4. **POTENTIAL SCENARIOS**

a. Event Type 1: Spot Jobs

In **Event Type 1**, the Contractor shall be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

b. Event Type 2: Small Event

In **Event Type 2**, the Contractor shall provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and dispose of all types of debris with its own resources, except that government land may be provided for temporary debris and equipment storage. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. The quantity of debris shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of by burning or land filling. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

c. Event Type 3: Significant Event I – Removal, Reduction, Hauling – Woody Debris Only

In **Event Type 3**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

d. Event Type 4: Significant Event I – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 4**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling or disposal site(s) designated, managed, and operated by a government agency or Contractor. This event type may require the development and operation of TDSRS. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C.

e. Event Type 5: Catastrophic Event – Removal, Reduction, Hauling and Separating – Mixed Debris

In **Event Type 5**, the Contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated, managed, and operated by government agencies or Contractor. Any Town land provided shall be reclaimed at the conclusion of the work as described in Section III.C. Contractors shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

SECTION III – STATEMENT OF WORK

The qualified firm will develop and present the scope of services, to meet TOWN's needs. The work to be undertaken includes, but is not limited to, the following:

A. DEBRIS REMOVAL

1. EMERGENCY ROAD CLEARANCE

Removal of debris from the primary transportation routes as directed by TOWN. In this role the Contractor shall perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. TOWN will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, Contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into TOWN. TOWN will designate roadway priorities for this push.

2. DEBRIS REMOVAL FROM PUBLIC PROPERTY

Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by TOWN. It may be necessary for the Contractor to make several trips through a neighborhood as debris is moved to the ROW. In this case, the loads will need to be documented separately, per the instructions of TOWN.

3. DEBRIS REMOVAL 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 TOWN, shall accomplish the removal of debris from private property.

4. WHITE GOODS

The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliance, such as refrigerators, freezers, air conditioners, ovens, ranges, washing machines, clothes dryers, and water heaters. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

5. HAZARDOUS TREE STUMPS

The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by TOWN. Stumps shall be hauled to TDSRS where they shall be inspected, categorized by size, and disposed of by Contractor.

6. FILL DIRT

The Contractor shall supply and 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 TOWN.

B. DEBRIS PROCESSING

1. TEMPORARY DEBRIS STAGING AND REDUCTION SITE (TDSRS)

The Debris Management Team shall determine the minimum number of sites required for each storm event. TOWN will designate debris management sites. The Contractor and TOWN will jointly select these sites, at the beginning of the storm season. Preparation, maintenance and operation of these TDSRS facilities shall be entirely the Contractor's responsibility. The Contractor may also lease or own, prepare and maintain additional TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a hydraulic articulated boom lift, sufficient for the inspection of all incoming and exiting loads. At TOWN's discretion, publicly owned rights of way or other entity owned property could be provided for temporary storage of TOWN debris.

2. TDSRS DEBRIS REMOVAL OPERATIONS PLAN AND ENVIRONMENTAL PROTECTION PLAN

This plan shall address site setup, pre use activities, post use activities and operational activities. The plans shall also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the Contractor shall provide a Site Management Plan.

The Contractor(s) shall submit one (1) original and three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation – clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work area, and inspection tower
- Location of incineration operations, grinding operation, (if required). Burning operations shall maintain a 100-foot clearance from the stockpile, and a 1000-foot clearance from structures
- Location of existing structures or sensitive areas requiring protection
- Restoration of site

3. LAWS, STANDARDS, AND REGULATIONS

All debris shall be processed in accordance with local, State, and Federal laws, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by TOWN. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

4. GENERATED HAZARDOUS WASTE ABATEMENT

Abatement of hazardous waste identified by TOWN shall be in accordance with all applicable Federal, State, and local laws, standards and regulations.

5. DEBRIS DISPOSAL

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to TOWN to receive eligible reimbursement through FEMA and FHWA for such fees.

6. SUPPORT TO TOWN

Contractor shall be responsible for performing the following duties supporting TOWN during the debris removal period:

- Monitor multiple Contractors and multiple trucks delivering materials to the TDSRS.
- Verify truck deliveries to the TDSRS matching its manifest ticket-truck and maximum capacity.
- Ensure that trucks are properly covered when arriving at the TDSRS.
- Review truck manifest and inspect truck bed to confirm and validate truck's load capacity upon arrival as described on manifest ticket, and ensure that trucks are completely empty upon departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before authorizing truck to leave the TDSRS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the TDSRS, and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by TOWN personnel, e.g. conduct final inspections and issue closeout reports.

C. DOCUMENTATION AND RECORDS

1. DOCUMENTATION AND INSPECTIONS

Storm debris shall be subject to inspection by TOWN. Inspections will be conducted to insure compliance with the contract and applicable local, State, and Federal laws. The Contractor shall, at all times, provide TOWN access to all work sites and disposal areas. The Contractor and/or TOWN shall have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. TOWN will coordinate data recordation and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FDEM, FHWA, and FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for TOWN, noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

The Contractor shall provide to TOWN all requested information necessary for proper documentation. TOWN employees shall review all documentation prior to submittal. The Contractor shall work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. TOWN will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

2. DOCUMENTATION AND RECOVERY PROCESS

The Contractor shall perform the following in addition to providing debris removal:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested, to TOWN
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

3. TDSRS SITE RECLAMATION

Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan. **The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.**

D. WORK REQUIREMENTS

1. WORK AREAS

TOWN will establish and approve all areas that the Contractor will be allowed to work. These include right of ways, public land, and TDSRS. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt and grading may be required to achieve the desired condition.

2. WORKING HOURS

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS shall be allowed during visible daylight hours only between dawn and dusk. The Contractor may work during these hours, seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week, if the Contractor deems it necessary to meet the work demand, subject to TOWN's approval. TOWN shall consider for its approval safety and impacts to surrounding land uses, such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

3. **PRIORITY OF WORK AREAS**

TOWN will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition. There may be certain debris that cannot be picked up by Contractor's equipment, machinery and general laborers. Determination of a clean and neat site will be at the sole judgment of TOWN.

4. **SAFETY**

The Contractor shall have at least one Safety Officer at the work area on duty at all times. The Safety Officer shall be familiar with and be properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to, certification in the Department of Transportation Maintenance of Traffic Standards. All work zones, and all work sites and conditions shall conform to all applicable Federal, State, and Local safety standards.

SECTION IV – PROPOSAL RESPONSE REQUIREMENTS

A. MINIMUM REQUIREMENTS

- The prospective service provider's response to this RFP shall include the information in the following section (Section B) at a minimum. The proposal should address the requirements in a clear and concise manner in the order stated herein.
- Proposals shall be tabbed and shall include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by TOWN.
- TOWN reserves the right to seek additional/supplemental representation on specific issues as needed.
- Respondents shall construct their proposal in the following format, and a tab must separate each section.

(Remainder of Page Intentionally Left Blank)

B. PROPOSAL CHECKLIST

Contractor shall submit in a sealed envelope, **one (1) ORIGINAL, so identified, five (5) complete copies, and one (1) electronic copy (CD or USB drive)** of its qualification proposal for services defined herein for the term of the contract.

1. TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary of the proposal, your company description, and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Contractor, their title, address, email address, and telephone and fax numbers. The summary must be limited to a maximum of two pages. The Proposal shall be signed by a person authorized to declare that the proposal is in all respects fair and in good faith without collusion or fraud and that said person has also the authority to bind the principal proponent.

2. TAB 2 – EXPERIENCE AND ABILITY AND ADDITIONAL PROPOSAL REQUIREMENTS

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment. TOWN has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract. All areas of operation for collection of debris shall be limited to Town's municipal boundaries. Due to the diversity of damage caused by natural or manmade disasters TOWN reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.

The Contractor shall be required to conduct annual planning and training activities with TOWN throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, and current Federal, State, and local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to TOWN.

The proposal should outline the ability to provide expert guidance with the current Federal, State, and local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Financial resources /Bond rating

- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Past performance on contracts and other accomplishments
- References from past clients
- Listing of all existing disaster related pre-event contracts
- Capacity and Plan for mobilization
- Local participation in the Contractor's plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide
- Cost for services
- Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as: number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris.
 - a. Include any pertinent information needed to determine the Contractor's experience and ability to perform the anticipated work.
 - b. The Contractor shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.
 - c. The proposal shall address the Contractors ability to mobilize including what is anticipated for a maximum time to mobilize.

3. TAB 3 – PAST PERFORMANCE

The Contractor shall include a list of major debris removal projects completed within the past five years. Major debris removal projects completed beyond the five years may also be presented. Include any pertinent information needed to determine the Contractor's past performance.

The proposal shall address how the Contractor has previously handled disposal of hazardous materials, construction material and white goods.

The proposal shall address how the Contractor has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.

The proposal shall address how the Contractor was previously deployed and its response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the Contractor shall include details of the project such as: the public agency, agency contact, FEMA contacts, all pertinent phone numbers and project costs. The Contractor shall provide all information necessary to verify the work with the public agency.

The Contractor shall provide (see Reference Form) at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five years. Include the name of the organization, the duration of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

4. TAB 4 – UNDERSTANDING OF PROJECT REQUIREMENTS

The Contractor shall provide their interpretation of what is required to meet the needs of TOWN. The Contractor shall use this document, their knowledge and experience to develop their understanding of this project. The Contractor is urged to develop scenarios or examples to fully explain their position. Contractor must include a copy of a current certificate of insurance. Failure to do so will result in rejection of proposal.

The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment must be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day. TOWN prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout TOWN.

The work shall consist of removing any and all “eligible” debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by TOWN. Work will include:

- a. Examining debris to determine whether or not the debris is eligible vegetative, construction and demolition, or other debris,
- b. Loading the debris,
- c. Hauling the debris to an approved dumpsite or landfill, and
- d. Dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.

Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by TOWN. TOWN may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time, or by others. The Contractor shall make as many passes through the designated area as required by TOWN. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval and direction of TOWN.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, the Contractor's personnel shall not solicit work from private citizens, or others with manpower and equipment designated under this contract.

All debris shall be mechanically loaded and reasonably compacted. "Hand Loading" is not permitted under this contract without the approval of TOWN. The Contractor will be responsible for repairing all damages as a result of Contractor's negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.

The Contractor shall preserve and protect all existing structures, infrastructures, vegetation, on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, when damage was caused by Contractor. The Contractor shall contact the person(s) making claims regarding damages caused by Contractor within two (2) days of receiving said claim, and information such as method of repair and timeline for completion shall be discussed. All damages shall be repaired no later than thirty (30) days after the completion of the debris removal. The Contractor shall provide TOWN with a weekly report outlining the status of all damage concerns. Liquidated damages shall be assessed at one thousand dollars (\$1,000) per calendar day for any time over the maximum allowable time established by the contract to make the necessary repairs.

Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from TOWN prior to loading. Ineligible debris shall be left in place, except those items directed by TOWN.

All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless directed otherwise by TOWN.

5. TAB 5 – APPROACH AND METHOD

The Contractor shall provide a complete scenario for the various scopes of work and scenarios of different types of events. Each scenario will include how the work will be accomplished, the quality control, how FEMA requirements will be met. Include the operational processes for the debris reduction sites. The Contractor should identify the resources they will mobilize for each scenario and state their commitment and timeframe to deploy these resources when called upon. The Contractor shall provide the management processes anticipated to be used. It shall include how the interaction may take place between TOWN and the Contractor.

6. TAB 6 – MBE PARTICIPATION

Contractor shall identify qualified local and minority businesses enterprises (MBE) that could work on this potential project. A plan for identifying and use of locals and MBEs shall be included in the proposal.

7. TAB 7 – TOWN DOCUMENTS

Contractor shall complete and attach the following documents with their proposals:

- Vendor Information
- Copy of current business license
- Copy of professional licenses and certifications
- Completed W-9
- Proposer's Certification and Non-Collusion Affidavit
- Reference form
- Addenda Acknowledgment

8. TAB 8 – PRICE PROPOSAL FORM

The Contractor shall complete the price proposal form as laid out. The Contractor may not vary from the format.

a. **Desired Proposals**

- i. Qualified contractors shall have at least three (3) years' experience.
- ii. Qualified contractors shall hold a current Florida Contractor's license as specified.

b. **Selection Process**

TOWN has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

(Remainder of Page Intentionally Left Blank)

SECTION V – PROPOSAL EVALUATION

A. EVALUATION SCORING

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed below.

EVALUATION CRITERIA	SCORE
Knowledge of Federal Emergency Management Agency regulations and procedures	20%
Respondent's Operational Plan	20%
Proposed Price for work to be accomplished	20%
Past performance record on work of similar nature, financial capabilities, and corporate history and team organization	20%
Verification of availability of qualified personnel to perform the services	10%
Interview with the review committee	10%
<u>TOTAL</u>	<u>100%</u>

1. PROPOSALS

Proposals will be reviewed and evaluated by the Review Committee to determine whether the Respondent has met the experience and staff qualifications described in this RFP. The short list will consist of three (3) firms with the highest ranking scores after the technical proposal scores are tabulated. The financial proposals will then be ranked and considered in conjunction with the technical proposal scores.

2. PRESENTATIONS

TOWN may require oral and visual presentations from those firms that are ranked or short-listed. This may be done at TOWN's sole discretion when it is determined presentations are essential as part of the evaluation process, and are in the best interests in this matter. It is the intention of TOWN to short-list a minimum of three (3) firms and rank them according to the most qualified firm with a proposal and presentations that best suits the needs of TOWN.

SECTION VI – TOWN BACKGROUND

A. PROPERTY DESCRIPTION

Pembroke Park is a municipality in Broward County, Florida, United States. The Town took its name from its location along Pembroke Road. As of the 2010 census, the population was 6,102. It is part of the South Florida metropolitan area, which was home to 5,564,635 people at the 2010 census. Almost one-half of Town residents live in mobile homes.

Pembroke Park is located at 25°59'04"N 80°10'38"W / 25.984326°N 80.177305°W / 25.984326; 80.177305°W. According to the United States Census Bureau, the Town has a total area of 1.7 square miles, of which 1.4 square miles is land and 0.27 square miles (17.5%) is water.

B. ADMINISTRATION

The project will be administered by TOWN with the Public Services Director or designee being the main point of contact for all questions during preparation and execution of project. The Public Services Department will be instrumental to the implementation of the project.

C. PAYMENT

Payment terms are NET 30 Days. TOWN is exempt from all Federal, State, local, and excise taxes.

Invoices shall be mailed to:

Town of Pembroke Park
Attn: Todd Larson, Public Services Director
3150 SW 52nd Avenue
Pembroke Park, FL 33023

D. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email, and all questions will be answered by addenda. All Addenda will be posted on the Town's website under Departments at www.townofpembrokepark.com/departments/bid-openings/, and on DemandStar at www.demandstar.com. All firms responding to this RFP must check these websites before responding to this RFP.
2. All respondents to this RFP shall hold harmless the TOWN, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to submit proposals. TOWN reserves the right to determine, in its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. TOWN also reserves the right to seek clarifications to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, TOWN shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.

3. The RFP is subject to the provisions of TOWN Procurement Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms with this proposal package shall be just cause for the rejection of the qualification package. However, TOWN reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
5. In case of failure to deliver services in accordance with the contract terms and conditions, TOWN, after due oral or written notice, may procure substitute services from other sources, and hold the Contractor responsible for any resulting additional purchasing and administrative costs. This action shall be in addition to any other remedies which TOWN may consider.
6. By submitting a proposal package, the vendor is certifying that the firm is not currently debarred from bidding on contracts by any agency of the State of Florida, nor the firm is an agent of a person or entity that is currently debarred from submitting contract bids for any agency of the State of Florida.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Florida. Any litigation with respect thereto shall be brought in the Circuit Court of the Seventeenth Circuit, Broward County, Florida. Then, Contractor shall comply with applicable federal, state, and local laws and regulations, in the performance of the project.
8. It is understood and agreed between the parties herein that TOWN shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

E. FINAL SELECTION

The Review Committee representative will make a recommendation to the Town Commission following review of all qualified proposals, selection of a suitable primary and secondary vendors, and preliminary contract negotiations. TOWN shall complete contract negotiations with the successful primary and secondary vendors following the Town's Commission approval.

TOWN reserves the right to accept the response that is determined to be in the best interest of TOWN. TOWN reserves the right to reject any and or all proposals.

(Remainder of Page Intentionally Left Blank)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PRICE PROPOSAL FORM

NOTE: Respondents shall make no changes to the table below and shall fill it out completely. Values shall be provided for all categories below, otherwise proposal may be deemed non-responsive.

<u>FEES SCHEDULE</u>			
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)		
	Mileage Radius:	0-15 Miles	\$ /CY
		16-30 Miles	\$ /CY
		31-60 Miles	\$ /CY
		61-90 Miles	\$ /CY
		91-120 Miles	\$ /CY
2.	Construction and Demolition debris hauled to and dumped at a TOWN approved disposal site or landfill.		
	Mileage Radius:	0-20 Miles	\$ /CY
		21-40 Miles	\$ /CY
		41-70 Miles	\$ /CY
		71-100 Miles	\$ /CY
		101-140 Miles	\$ /CY
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a TOWN approved recycling facility.		
	Mileage Radius:	0-20 Miles	\$ /CY
		21-40 Miles	\$ /CY
		41-70 Miles	\$ /CY
		71-100 Miles	\$ /CY
		101-140 Miles	\$ /CY

4.	Tipping fees/disposal costs for Green Waste shall be paid by Contractor, and actual incurred cost shall be invoiced to TOWN for reimbursement.	
5.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS. Include locating, leasing (if required), preparing and layout of site; management, maintenance and operation of the TDSRS; receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by TOWN); furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, articulated boom lift(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.	\$ /CY
6.	Pick up and disposal of hazardous materials.	\$ /CY
7.	Dead Animal Collection, Transportation & Disposal.	\$ /CY
8.	<u>Hazardous trees</u> – Trees will be evaluated by TOWN and be designated to be cut down, and hauled to the TDSRS for reduction. Trees will be measured 3’ above the ground.	\$ /CY
	Trees with branches remaining – FEE ONLY TO CUT TREE	\$ /CY
	6-12” Diameter	\$ /CY
	13-24” Diameter	\$ /CY
	25-48” Diameter	\$ /CY
	> 48” Diameter	\$ /CY
9.	Stumps up to 24” in diameter.	\$ /CY
	Stumps over 24” in diameter (requires TOWN’s approval).	\$ /CY
10.	<u>Hangers</u> – Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2” or greater diameter. The Contractor, at the direction of TOWN, will remove hangers for a unit price per hanger.	
	2-4” Hanger	\$ /hanger
	5-12” Hanger	\$ /hanger
	> 12” Hanger	\$ /hanger
11.	<u>Private Property Demolition and Debris Removal</u> – The Contractor shall operate within the Public Right-of-Way (ROW) only as identified and directed by TOWN. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW.	\$ /CY
12.	Tipping fees/disposal costs for construction and demolition (C&D) debris shall be paid by TOWN.	
13.	<u>Fallen Trees</u> – The Contractor shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris shall be placed on the ROW for collection.	Price Included

14.	<u>Fill Dirt</u> – As identified and directed by TOWN, the Contractor shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps, and other areas that pose an imminent and significant threat to public health and safety.	\$ /CY
15.	<u>White Goods</u> – The Contractor shall recycle or dispose of all eligible white goods in accordance with all federal, state, and local rules, regulations and laws.	\$ /unit
16.	<u>Freon Recovery</u> – The Contractor SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws.	\$ /unit
17.	<u>Training and Assistance</u> Sessions for all key TOWN personnel and assistance in all disaster debris recovery planning efforts, as requested.	Price Included
18.	<u>Preliminary Damage Assessment</u> – Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster-generated damage, documenting eligible costs, and describing the physical and financial impact of the disaster.	Price Included
19.	<u>Mobilization and Demobilization</u> – All arrangements necessary to mobilize and demobilize the Contractor's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the Contractor.	Price Included
20.	<u>Temporary Storage of Documents</u> – The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	Price Included
21.	<u>Debris Planning Efforts</u> – The Contractor shall assist in all disaster debris recovery planning efforts as requested by TOWN. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event.	Price Included
22.	<u>Closure and Remediation of the TDSRS</u> – The Contractor shall remove all Contractor equipment and temporary structures, and shall dispose of all residual debris from the TDSRS at an approved final disposition site. <u>The Contractor is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the Contractor.</u>	Price Included
23.	<u>Reporting and Documentation</u> – The Contractor shall provide and submit to TOWN all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA requirements.	Price Included

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel and maintenance costs</i>	
Personnel/Equipment	Hourly Rate
Stump Grinder	\$
50' Bucket Truck	\$
16-20 Cubic Yard Dump Truck	\$
850 HP or Equivalent Tree Grinder	\$
Water Truck (2000 gal.)	\$
Rubber Tire Backhoe	\$
Climber with Gear	\$
Superintendent with Truck	\$
Foreman with Truck	\$
Operator with Chainsaw	\$
Traffic Control Personnel	\$
Laborer	\$
Field Project Foreman	\$
Administrative Assistant	\$
Clerical	\$
Pickup Truck	\$
Mechanized Broom	\$
Trackhoe, 490 or Equivalent	\$
50 Ton Lowboy	\$
Skidsteer	\$
Rubber Tire Excavator	\$



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Proposals and the following Addenda. Receipt of all ADDENDA is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Vendors must acknowledge all issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer, if the addendum contained information which substantively changes the Owner's requirements.



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal laws and can result in fines, prison sentences, and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

TOWN reserves the right to reject the proposal submitted by any proposer violating this provision.

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

VENDOR INFORMATION FORM

1.	Legal Business Name	
2.	Street Address	
3.	City, State & Zip	
4.	Type of Business (Association, Corporation, Partnership, Limited Liability Company, etc.)	State of Registration
5.	Name & Title of Authorized Signer	
6.	Primary Contact	
7.	Phone	Fax
8.	E-mail	
9.	Company's Website	
10.	Has your company ever been debarred from doing business with any federal, state or local agency? Yes No If Yes, please state the agency name, dates and reason for debarment.	

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM



DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

REFERENCE FORM

All references must be from customers for whom your company has provided similar services as the specifications of this bid. *(Invalid contact information will result in default of references and may cause the bid to be disqualified.)*

Company Name:

1.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
2.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	
3.	Company
Street Address	
City, State & Zip	
Contact Person Name	Title
Phone	Email
Describe Scope of Work and dates of project/service	



TOWN OF PEMBROKE PARK

3150 SW 52ND AVENUE • PEMBROKE PARK, FLORIDA 33023 • BROWARD (954) 966-4600 • FAX (954) 966-5186

MEMO

To: Bidders
From: Town of Pembroke Park
Date: May 17, 2019
Project: RFP 19-020 Disaster Debris Removal Disposal Services
Subject: ADDENDUM No. 1

Bidders are required to acknowledge receipt of this ADDENDUM using the form provided as part of the BID Documents. Bidders are also required to include this ADDENDUM with their submitted BID. Failure to do so may cause the BID to be non-responsive and rejected.

The BID Documents are hereby amended as follows:

A. RESPONSES TO SUBMITTED QUESTIONS:

Question 1

Regarding RFP 19-02 Disaster Debris Removal and Disposal Services, are tipping fees to be considered a passthrough to the City, or do we need to add disposal fees to our price proposal?

- **Response to Question 1**

Tipping fees will be considered a pass-through to the Town provided that the loads are prepared in accordance with all local, state, and federal laws; and provided that the Contractor completes the appropriate forms, and completes them fully and accurately.

Question 2

Hi, I'm Rodney. I work for a tree trimming company and seeing this project you guys have for the debris pick up and wanted to ask a few questions about it.

A-1

RFP 19-02 Disaster Debris Removal and Disposal Services

Addendum No. 1

Page 222 of 240

- Answer to Question 2

In accordance with the Florida Cone of Silence Laws, all questions regarding an advertised bid must be addressed via electronic mail. So, please send all your questions to Mr. Todd Larson. The deadline is tomorrow, Thursday, May 16, 2019 before 5:00 PM at TLarson@townofpembrokepark.com. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>.

Question 3

We are very interested in submitting a proposal for this project. I wanted to see if you were going to be at the Governors Hurricane Conference next week in south Florida. If you are at the conference and have time to stop by I would like to introduce myself to you.

- Answer to Question 3

Thank you for your interest in the subject RFP. Please be advised that all bid questions must be addressed via electronic mail to Mr. Todd Larson at TLarson@townofpembrokepark.com. The deadline for question is tomorrow, Thursday, May 16, 2019 before 5:00 PM. All responses will be posted by Friday, May 17, 2019 on the Town website at <http://www.townofpembrokepark.com> and DemandStar at <http://www.DemandStar.com>. The bid submittal is due Thursday May 23, 2019 on or before 3:00 PM.

Question 4

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. Will the Town consider changing the unit of measure for the following line items:
 - a. Line Item 6 – hazardous materials - from \$/CY to \$/Pound
 - b. Line Item 7 – dead animals - from \$/CY to \$/Pound
 - c. Line Item 8 – hazardous trees - from \$/CY to \$/each
 - d. Line Item 9 – stumps - from \$/CY to \$/each
2. How will the Hourly Fee schedule be used in the evaluation of the bid in terms of price? Will the hourly rates be given the same weight as the unit rates? Will you add all hourly rates up to get a lump sum number to compare against other proposals? Will the Town add up all unit rate line items for a lump sum to compare each proposer for lowest bid?

- Answer to Question 4

- | | | |
|---|-------------------|-----|
| a) Line Item 6 – hazardous materials - from | \$/CY to \$/Pound | NO |
| b) Line Item 7 – dead animals - from | \$/CY to \$/Pound | YES |
| c) Line Item 8 – hazardous trees - from | \$/CY to \$/each | NO |
| d) Line Item 9 – stumps - from | \$/CY to \$/each | YES |

The "Hourly Fee Schedule" does not hold any weight in the scoring. These items are listed only as a "placeholder." However, the "Hourly Fee Schedule" is required to be filled out for the listed personnel and equipment. If during the course of the work a forced account is utilized the incurred costs will be paid by the Town, provided sufficient backup documentation is provided.

Question 5

I have read the Town's RFP for Disaster Removal & Disposal and have the following questions:

1. P.14 asks us to provide management plan for each category of work.
 - a. What categories of work are being referred to?
2. Tab 2 has a bulleted listing of things that need to be included in the proposal
 - a. Please confirm that these attachments can be within the appropriate sections and do not all need to be contained in Tab 2
3. Do you have a disposal agreement with WM or any other landfill?
4. Do you already have DMS's located and permitted?

- Answer to Question 5

- 1a Contractors shall demonstrate ability to manage work described under the Statement of Work in Section III (Debris Removal, Debris Processing, Documentation and Records, and Work Requirements) while performing the tasks under each event type for potential scenarios as described in Section II, Scope Work.
- 2a Attachments for Tab 2 can be placed within other Tabs when appropriate to avoid multiple duplications of attachments.
- 3a YES, the Town currently has a disposal agreement with WM. However, the Town could have an agreement in place with a different company at the time this contract becomes effective.
- 4a YES, the Town uses Broward County DMS, if opened.

Question 6

Please confirm is a bid bond is required at time of bid submission and if so, what percent or amount?

- Answer to Question 6
The bid bond is set at 5% of the total Value. Since the Value is undetermined, the Town will use an estimated Value of \$400,000 of which \$20,000 will be set as the bid bond.

Question 7

Can we get a copy of the current pricing for this contract?

- Answer to Question 7
The pricing of the Town's expired contract can be found on the following pages.

		BERGERON EMERGENCY SERVICES	BAMACO INCORPORATED	DEVLAND SITE DEVELOPMENT INC.
ITEM #	DESCRIPTION			
1	DUMP TRUCK, 16-20 YD ³ CAPACITY WITH OPERATOR	\$75.00/HOUR	\$63.00/HOUR	\$85.00/HOUR
2	RUBBER TIRED FROMT-END LOADER, 3-5 YD ³ CAPACITY, WITH OPERATOR	\$125.00/HOUR	\$130.00/HOUR	\$125.00/HOUR
3	TWO (2) PERSON LABORER CREW WITH CHAINSAWS, 16" MIN. BAR TRAFFIC FLAGS, AND MISC. SMALL TOOLS (AXES, SHOVELS SAFETY EQUIP.)	\$80.00/HOUR	\$58.00/HOUR	\$175.00/HOUR
4	CREW FOREMAN WITH PICKUP TRUCK, 1/2-1 TON, AND CELLULAR PHONE	\$55.00/HOUR	\$42.00/HOUR	\$55.00/HOUR
5	TRACK HOE EXCAVATOR, 2-3 YD ³ BUCKET WITH OPERATOR	\$110.00/HOUR	\$120.00/HOUR	\$125.00/HOUR
6	LOW BED EQUIPMENT TRAILER, 35 TON CAPACITY, AND TRACTOR TRUCK WITH OPERATOR	\$90.00/HOUR	\$50.00/HOUR	\$145.00/HOUR
	DEBRIS REMOVAL (LOAD AND HAUL)			
	FEE SCHEDULE			
1	REMOVAL OF VEGETATIVE DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$14.50/CU. YD.	\$9.05/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$18.50/CU. YD.	\$12.05/CU. YD.	\$18.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$22.50/CU. YD.
2	REMOVAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND WHITE METAL DEBRIS FROM ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ETC.			
	MILEAGE RADIUS 0-15 MILES	\$18.00/CU. YD.	\$9.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$18.00/CU. YD.	\$12.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$24.50/CU. YD.	\$15.05/CU. YD.	\$25.75/CU. YD.
3	REMOVAL OF HAZARDOUS WASTE DEBRIS FROM CURBSIDE AT ASSIGNED LOAD SITE TO TDSR , INCLUDING SORTING, LOADING, HAULING, ECT.			
	MILEAGE RADIUS 0-15 MILES	\$50.00/CU. YD.	29.50 \$12.05/CU. YD.	\$18.00/CU. YD.
	16-30 MILES	\$54.50/CU. YD.	31.00 \$15.05/CU. YD.	\$22.50/CU. YD.
	31-60 MILES	\$60.50/CU. YD.	32.50 \$18.05/CU. YD.	\$22.75/CU. YD.

4	REMOVAL OF SILT AND SAND DEPOSITS FROM ASSIGNED LOAD SITE TO TRSR , INCLUDING SORTING, LOADING, HAULING, ETC.				
	MILEAGE RADIUS 0-15 MILES	\$32.00/CU. YD.	<i>cccs</i> 9-98	\$6.00/CU. YD.	\$15.00/CU. YD.
	16-30 MILES	\$36.00/CU. YD.	10-98	\$9.00/CU. YD.	\$16.00/CU. YD.
	31-60 MILES	\$42.00/CU.YD.	12-98	\$12.00/CU.YD.	\$22.50/CU.YD.
5	STUMP GRUBBING, REMOVAL AND DISPOSAL: 24 TO 48 INCHES	\$650.00 EACH	295 ⁰⁰	\$233.00 EACH	\$200.00 EACH
6	STUMP GRUBBING, REMOVAL AND DISPOSAL: 39 TO 72 INCHES	\$850.00 EACH	395 ⁰⁰	\$433.00 EACH	\$600.00 EACH
7	STUMP GRUBBING, REMOVAL AND DISPOSAL: 73 INCHES AND LARGER	\$1250.00 EACH	695 ⁰⁰	\$633.00 EACH	\$750.00 EACH
8	REMOVAL AND DISPOSAL OF STUMP REMNANTS: 73 INCHES AND LARGER	\$1250.00 EACH	295 ⁰⁰	\$200.00 EACH	\$1000.00 EACH
9	SPOILED FOOD AND NON-HAZARDOUS WASTE REMOVAL AND DISPOSAL - THE REMOVAL SHALL INCLUDE, SORTING, LOADING HANDLING, STAGING AND HAULING TO THE FINAL DISPOSAL SITE.	\$132.00 PER TON	280 ⁰⁰	\$179.50 PER TON	\$33.00 PER TON
10	HAZARDOUS WASTE DEBRIS REMOVAL FORM STRUCTURES - SEARCH SAFELY ACCESSIBLE RESIDENTIAL STRUCTURES, INCLUDING GARAGES AND DETACHED OUTBUILDING FOR HAZARDOUS WASTE DEBRIS FOR REMOVAL. AT A MINIMUM THE REMOVAL SHALL INCLUDE, SORTING, HANDLING, LOADING, STAGING AND PLACING THE DEBRIS ON PUBLIC ROW FOR REMOVAL AND DISPOSAL BY OTHER PAY ITEMS IN THE PROPOSAL.	\$6.50 PER SQUARE FOOT OF FLOOR SPACE	<i>cccs</i> 5-98	\$1.75 PER SQUARE FOOT OF FLOOR SPACE	\$15.75 PER SQUARE FOOT OF FLOOR SPACE
11	PRIVATE AND PUBLIC PROPERTY DEMOLITION AND DEBRIS REMOVAL - THE CONTRACTOR SHALL OPERATE BEYOND THE PUBLIC RIGHT OF WAY (ROW) ONLY AS IDENTIFIED AND DIRECTED BY THE TOWN OF PEMBROKE PARK. OPERATIONS BEYOND THE ROW ON PRIVATE PROPERTY SHALL BE ONLY AS NECESSARY TO ABATE IMMINENT AND SIGNIFICANT THREATS TO PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE DEMOLITION OF STRUCTURES AND THE SORTING, LOADING, AND HAULING OF THE DEBRIS TO AN APPROVED TDSR SITE	\$74.00/CU. YD.	93 ⁰⁰ /cu yd	\$13.05/CU. YD.	\$15.75/CU. YD.

[illegible]

3	FINAL HAUL OUT OF PROCESSED DEBRIS FROM THE TDSR SITE TO AN APPROVED DISPOSAL SITE.				
	MILEAGE RADIUS 0-15 MILES	\$112.00/TON	<i>16.00</i>	\$20.00/TON	\$15.00/TON
	16-30 MILES	\$120.00/TON	<i>20.00</i>	\$25.00/TON	\$18.00/TON
	31-60 MILES	\$136.00/TON	<i>23.00</i>	\$30.00/TON	\$22.00/TON
	61-90 MILES	\$212.00/TON	<i>26.50</i>	\$35.00/TON	\$32.00/TON
Page 228 of 240	FREON RECOVERY - THE CONTRACTOR SHALL REMOVE AND RECOVER FREON FROM ANY WHITE METAL DEBRIS, SUCH AS REFRIGERATORS, FREEZERS OR AIR CONDITIONERS, AT THE TDSR SITE OR FINAL DISPOSAL SITE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL RULES, REGULATIONS AND LAWS, THE CONTRACTOR MUST HAVE ALL REQUIRED LICENSE AND CERTIFICATIONS TO PERFORM WORK.	\$240.00/TON	<i>1100</i>	\$369.00/TON	\$60.00/TON
TREE AND LIMB REMOVAL					
FEE SCHEDULE					
1	TREE REMOVAL AND DISPOSAL - 4" TO 12" DBH	\$225.00	<i>145</i>	\$75.00	\$125.00
2	TREE REMOVAL AND DISPOSAL - 13" TO 24" DBH	\$450.00	<i>445</i>	\$175.00	\$275.00
3	TREE REMOVAL AND DISPOSAL - 37" TO 48" DBH	\$1,250.00	<i>995</i>	\$375.00	\$350.00
4	TREE REMOVAL AND DISPOSAL - 49" & GREATER DBH	\$1,600.00	<i>1,395</i>	\$575.00	\$700.00
5	LIMB REMOVAL AND DISPOSAL - 1 TO 5 LIMBS PER TREE	\$250.00	<i>95</i>	\$75.00	\$75.00
6	LIMB REMOVAL AND DISPOSAL - 6 TO 10 LIMBS PER TREE	\$650.00	<i>155</i>	\$100.00	\$150.00
7	LIMB REMOVAL AND DISPOSAL - 11 LIMBS OR GREATER PER TREE	\$1,000.00	<i>195</i>	\$125.00	\$350.00
OTHER DISASTER RELATED SERVICES*					
FEE SCHEDULE					
1	TREE ON PROPERTIES 4" TO 49"	"HOURLY EQUIPMENT RENTAL" ATTACHED			
2	ICE (PER POUND -DELIVERED)			\$1.50	
3	WATER (PER GALLON - DELIVERED)			\$1.50	
4	EMERGENCY FUEL 9GASOLINE OR DIESEL)			\$4.00 PER GALLON	
5	MATERIAL FILL DIRT FOR STUMP HOLES, PURCHASED, PLACED AND SHAPED			\$16.50 PER CY	
6	EMERGENCY POWER GENERATOR - 20 KW			\$3350.00 TRIPLE SHIFT WEEKLY	
7	EMERGENCY POWER GENERATOR - 40 KW			\$5050.00 TRIPLE SHIFT WEEKLY	
8	EMERGENCY POWER GENERATOR - 60 KW			\$6550.00 TRIPLE SHIFT WEEKLY	

EXHIBIT "B"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
FEMA Contract Clauses

EXHIBIT “B”

For purposes of the provisions below, the Town of Pembroke Park, Florida shall be referenced as “GOVERNMENT” and TFR Enterprises, Inc. shall be referenced as “CONTRACTOR.”

CONTRACTOR shall fully review the contract clauses by their CFR reference accordingly, as cited below.

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

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

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. See FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise

entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor

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

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

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

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

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

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

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

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

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

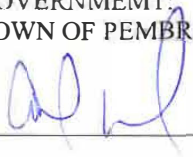
P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

GOVERNMENT:
TOWN OF PEMBROKE PARK, FL



CONTRACTOR:
TFR ENTERPRISES, INC.



EXHIBIT "C"

Town of Pembroke Park
RFP 19-02 Disaster Debris Removal and Disposal Services
Certification Regarding Lobbying



EXHIBIT "C"

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

TFR ENTERPRISES, INC.



AUTHORIZED SIGNATURE

Date: August 30 2019