



**RFP # 2018-003  
Disaster and Debris Management Services**

**1. PURPOSE**

North Bay Village (Village) is seeking proposals from qualified firms, hereinafter referred to as the Contractor or Debris Management Contractor (DMC), to provide Disaster and Debris Management Services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP), RFP No. 2018-003.

The Village is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (DMC), to provide services to the Village during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the Village first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the Village. DMC may also be called upon throughout the year to render services to assist the Village with special needs and events other than full-scale disasters, as determined by the Village Manager. The Village retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to, large-scale debris removal, separation, storage, processing and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and debris removal; solids and liquids handling and removal; hazardous waste handling; tree trimming, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets and rights-of-way; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

The Village's expectation is that by hiring a professional Debris Management Contractor (DMC) to assist the Village in a disaster event, the Village is fully dependent and relying upon the professional expertise, training and experience of the DMC. The DMC shall be fully responsible to advise the Village on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the Village to ensure maximum financial recovery.

DMC will work under the direction of the Village's Contract Manager. The Village Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for North Bay Village.



The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the Village in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the Village from beginning to end to ensure maximum financial recovery for the Village.

The Village shall issue a separate Request for Proposals, (RFP) for “Disaster/Debris Monitoring Services and Financial Recovery Assistance.” The proposer (Consultant/Debris Monitor Consultant) for “Disaster/Debris Monitoring Services and Financial Recovery Assistance” shall not be employed or affiliated with the proposer (Contractor/Debris Management Contractor) for “Disaster and Debris Management Services.” **Therefore, a proposer (including any employees or affiliated companies) can only submit a proposal for one of the two RFP’s.**

## 2. BACKGROUND

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with an estimated population of approximately 8,949. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. As per the 2010 US Census North Bay Village has 3,264 households. The Village’s fiscal year begins October 1 and ends September 30<sup>th</sup>. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation Fund



North Bay Village was incorporated in 1945. Harbor Island and Treasure Islands were annexed several years later. Broadcast Key, also known as Cameo Island, was annexed in 1963. During its early years, North Bay Village was primarily a haven for winter residents. The Village became widely known for its popular restaurants and nightclubs, which attracted celebrities like Frank Sinatra and Judy Garland.

The majority of today's residents live here year-round. North Bay Village continues to be home to several of South Florida's most popular restaurants, as well as a variety of business enterprises, apartment buildings, condominiums and 394 single-family homes.

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

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. North Bay Village is a unique small community in the fact that it has its own Police Department as well as its own Public Works Department. The Public Works Department operates our owned water utilities, sewer utilities & sanitation, providing personalized services to our residents that most small communities these no longer provide in house rather they receive these services from the County. Since we perform mostly all of our public works services in house, we therefore, are faced with the high maintenance that comes along with these aging complex systems.

**The Village is seeking a highly experienced and highly qualified Disaster and Debris Management Contractor to protect the health, safety, and welfare of our community should disaster strike.**

### 3. DEFINITIONS

- 3.1. **Choke Point** means an inspection site where all trucks must pass.
- 3.2. **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 3.3. **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)
- 3.4. **Contract Manager** means the Village's representative duly authorized by the Village Manager to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- 3.5. **Debris** means all forms of disaster-related debris, including Vegetative Debris, Mixed Debris, Solids and Liquids.



- 3.6. **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 3.7. **Debris Monitor** means the firm retained by the Village to monitor the DMC's activities pursuant to its contract with the Village and to ensure compliance with FEMA requirements.
- 3.8. **Drop-Off Site** means a site established for residents of the North Bay Village to drop off debris.
- 3.9. **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 3.10. **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Village Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 3.11. **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 3.12. **FDEP** means the Florida Department of Environmental Protection.
- 3.13. **FDOT** means the Florida Department of Transportation.
- 3.14. **FEMA** means the Federal Emergency Management Administration.
- 3.15. **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- 3.16. **FHWA** means the Federal Highway Administration.
- 3.17. **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.
- 3.18. **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- 3.19. **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection



Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

- 3.20. **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 3.21. **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, solids, liquids, etc.
- 3.22. **Liquid Debris** means containers of petroleum based liquids, solvents, chemicals, etc.
- 3.23. **Notice to Proceed** means the written notice given by the Village Manager (or designee) to the DMC of the date and time for work to start.
- 3.24. **NRCS** means Natural Resources Conservation Service.
- 3.25. **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 3.26. **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.
- 3.27. **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.
- 3.28. **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 3.29. **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

#### 4. GENERAL REQUIREMENTS

- 4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance.



- 4.2. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 4.3. DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to North Bay Village. The expectation is that in the event of a disaster, DMC shall service the North Bay Village first.
- 4.4. DMC shall not accept, solicit, or contract any local work (within Miami-Dade County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for North Bay Village during an emergency event, without the express written consent from the Village.
- 4.5. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the Village's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 4.6. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The Village may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.
- 4.7. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 4.8. DMC shall provide the following annual services at the DMC's expense:
  - 4.8.1.1. DMC shall attend and participate in an annual meeting with the Village, usually held in May.
  - 4.8.1.2. DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the Village.
  - 4.8.1.3. Upon request, DMC shall annually review and visit, with Village staff, the TDMS(s) to be used during the coming year.
  - 4.8.1.4. DMC shall provide phone consultations and reference information to Village staff upon request.



- 4.9. DMC shall notify the Village within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 4.10. DMC shall be paid for any special tasks requested by the Village and as agreed to by DMC and the Village based on the hourly rate schedule contained herein.
- 4.11. To the extent required by applicable federal and state regulations, the Village must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the Village reasonably objects. DMC shall supply the Village, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the Village. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- 4.12. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the Village and/or Miami-Dade County the first opportunity when awarding subcontracted work.
- 4.13. DMC agrees to provide all required documentation with supporting backup information as required by Federal, State and Local agencies for the reimbursement of Village expenses associated with any emergency event in addition to those specified in Section 9, "Documentation Management and Support".

## 5. DEBRIS REMOVAL

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

- 5.1. **FEMA Compliance** – DMC shall work closely with the Village's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the Village.
- 5.2. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the Village. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Section B and C on the **Proposal Form (Attachment B)**. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- 5.3. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Village, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Village rights-of-way and public property. DMC shall provide debris collection in a systematic manner. DMC shall haul all debris to



designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.

- 5.4. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the Village, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Village. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the Village’s Contract Manager.
- 5.5. **Stump Removal, Backfill and Haul** – As identified and directed by the Village, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the Village and DMC. Each stump shall be inspected by Village and DMC inspectors and documented as to the appropriate size and payment category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in **FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility**, dated May 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Contract Manager to obtain Village or FEMA review and approval.
- 5.6. **Leaning Trees and Hanging Limbs** – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.
- 5.7. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.





- 5.8. **Removal from Waterways and Drainage Systems** – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. **Security of Debris during Hauling** – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. **Damage by DMC** – DMC shall restore and/or repair, at DMC’s expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC’s activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the Village. In the event DMC fails to respond in a timely manner, the Village may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC’s invoice. Additionally, DMC’s continuous and repetitive incidents of “failure to respond” as contracted may be considered cause to cancel this contract.
- 5.11. **Eligibility of Debris** – The Contract Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the Village by that truck during that day.
- 5.12. **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a hand-fed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.
- 5.13. **Interference with Disaster Recovery Efforts** – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. **Accumulation of Debris** – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Contract



Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.

- 5.15. **Monitoring of DMC Removal Activities** – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the Village or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.



## 6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES

- 6.1. The TDMS location(s) identified by the Village for use in 2018-2019 shall be determined at the time of the emergency by Miami Dade County. DMC and the Village will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the North Bay Village.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the Village to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.
- 6.3. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an “as needed” basis. In the event that no Village TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Village.
- 6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution and will retain all recorded documentation to be made available upon request by the Village which documentations shall be separated by date of recording.
- 6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.
- 6.6. DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:
  - 6.6.1.1. Access to the site.
  - 6.6.1.2. Site management, to include point of contact, organizational chart, etc.
  - 6.6.1.3. Traffic control procedures.
  - 6.6.1.4. Site security.
  - 6.6.1.5. Site safety.
  - 6.6.1.6. Site layout/segregation plan.
  - 6.6.1.7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- 6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a



minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.

- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
- 6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with Village approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. Incineration is not a preferred method of debris reduction for the Village and therefore, will not be used.
- 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
- 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the Village's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- 6.12. DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage. There will be no water run-offs or leakage from the TDMS site.
- 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the Village and present such sites to the Village for review. DMC shall obtain, on behalf of the Village, and shall provide the Village with a written contract for each disposal site. The Village shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should **not** be included in the prices listed on the **"Proposal Form" (Attachment B)**. The Contractor will be reimbursed for receipted cost of the tipping fee. Any fee/cost levied as a result of non-compliance with any requirement of the contract



documents or those of the disposal facility shall be endured by the Contractor at no additional cost to the Village.

- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

## 7. RESIDENTIAL DROP-OFF SITES

The Village may elect to open a number of Drop-Off Sites to allow Village residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

## 8. ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- 8.1. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Village in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Village’s Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. **Removal of Vehicles and Vessels** – DMC, as directed by the Village, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the Village’s Contract Manager.
- 8.3. **Dead Animal Carcasses** – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.5. **E-Waste** – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.



- 8.6. **Emergency Potable Water** – DMC shall provide the Village with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- 8.7. **Emergency Ice** – DMC shall provide the Village with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Village will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 8.8. **Other Services as Requested** – DMC shall also provide other related services as requested by the Village.

## 9. DOCUMENTATION MANAGEMENT AND SUPPORT

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

- 9.1. DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 9.2. Each load ticket shall contain the following information:
  - 9.2.1.1. Prime Contractor name.
  - 9.2.1.2. Village contract/Disaster number.
  - 9.2.1.3. Load ticket number.
  - 9.2.1.4. Sub-Contractor name.
  - 9.2.1.5. Truck Driver name.
  - 9.2.1.6. Date and time of pick up.
  - 9.2.1.7. Date and time of delivery.
  - 9.2.1.8. Pick up location (street address or primary street between specific area).
  - 9.2.1.9. Loading Zone Number
  - 9.2.1.10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
  - 9.2.1.11. Truck ID number and capacity.
  - 9.2.1.12. Total cubic yards picked up.
  - 9.2.1.13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
  - 9.2.1.14. Delivery site.
  - 9.2.1.15. Load Monitor Printed Name and Signature.
  - 9.2.1.16. Dump Monitor Printed Name and Signature.
  - 9.2.1.17. GPS.
  - 9.2.1.18. Photographic documentation
- 9.3. Load tickets will be issued by the Debris Monitor or Village personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/Village will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining



copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager.

- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the wording "North Bay Village Emergency Debris Contractor" and the DMC's name.
- 9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 9.6. DMC will work closely with the Village and applicable Federal, State and local agencies to ensure that the Village's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the Village all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the Village in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the Village or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Village or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the Village, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.
- 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the Village as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

## **10. STAFF AND EQUIPMENT REQUIREMENTS**

- 10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.
- 10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing



adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.

- 10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, Spanish and Creole who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The Village expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.
- 10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Village.
- 10.5. DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
- 10.6. DMC shall attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- 10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the Village and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Contract Manager shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements.
- 10.9. Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the Village, sideboards or other extensions to the bed





are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

- 10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
- 10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.
- 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

## 11. REPORTING

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

- 11.1. **Daily Reports** – DMC shall make daily reports to the Village to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; (4) other operational and complaint tracking information as requested by the Village; (5) weather conditions must be included; and (6) photographic documentation of the pick-up site. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. **Weekly Summaries** – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the Village, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.



- 11.3. **Damage Reports** - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 11.4. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 11.5. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the Village, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Village. DMC shall provide, upon request of the Village and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village. Final project reconciliation must be approved by the Village.
- 11.6. **Report Maintenance** – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

## 12. OTHER OPERATIONAL CONSIDERATIONS

- 12.1. **Inspection** – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and Village access to all work sites, TDMSs and disposal areas.
- 12.2. **Working Hours** – Unless otherwise approved by the Village, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With Village approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with Village approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. **Traffic Control** – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas. DMC shall coordinate with local police authorities as required.



### 13. TECHNICAL ASSISTANCE

DMC may be requested by the Village to provide technical expertise and guidance to support the Village during the emergency recovery effort including, but not limited to, the following:

- 13.1. Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- 13.2. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- 13.3. Providing training sessions for key Village personnel.
- 13.4. Assisting with developing, producing or distributing public information.

### 14. PRICING

Bidder shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be pass-through costs to the Village without markup by the Contractor. Prices must be provided for bid items or Bidder may be deemed non-responsive. The Village reserves the right to select the services required under this Bid as allowed by Village Charter and Code.

- 14.1. Bid prices assume the distance between the pickup location and TDSR Site. Invoices to be paid based on incoming load tickets
- 14.2. Bid prices assume the distance between the TDSR Site or other designated location and final disposal site. Invoices to be paid based on outgoing load tickets.
- 14.3. Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the Village at cost. Contractor will likewise reimburse Village for any revenue received for salvaged or recycled materials.
- 14.4. Only for stumps requiring extraction from rights-of-way, including backfill, etc. to be priced using **Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11** dated May 15, 2007, or any subsequent edition.
- 14.5. In addition, the Bidder shall provide hourly labor and equipment rates for the items listed in **Attachment B "Proposal Form"**.

### 15. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the Village and shall expire three (3) years from that date. The Village reserves the right to extend the contract for two (2), additional three-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village in writing.



## **16. INVOICES**

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both Village and DMC. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement.

## **17. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

The Village may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the Village prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in their proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

## **18. DELETION OR MODIFICATION OF SERVICES**

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

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

## **19. SUBSTITUTION OF PERSONNEL**

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



## 20. SUBCONTRACTORS

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

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

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

## 21. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

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

## 22. SAFETY

The Contractor(s) shall adhere to the **Florida Department of Transportation's Manual on Uniform Traffic Control** for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

## 23. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its' contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the **State of Florida Executive Order Number 11-02 "Verification of Employment Status"**) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

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



**PROPOSAL REQUIREMENTS:**

The following documents will need to be completed, and mailed in a sealed envelope to the Village Clerk as part of the bidder's submittal. The proposer interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

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

**Title Page:** List the following:

RFP Subject: **RFP-2018-003 "Disaster and Debris Management Services"**

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

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

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

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

**Tab 3 - Experience and Ability (25 points):** The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.



1. Describe the firm's background, history and overall experience.
2. Describe the firm's expertise and experience in performing proposed work.
3. Describe the firm's experience in filing and receiving Federal and State reimbursements.
4. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.
5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary. The Proposer must also provide to the Village the percentage of availability of these employees and/or subcontractors.
6. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
7. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
8. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
9. Explain the ability and experience of the field staff with specific attention to project related experience.
10. For Office Staff and On-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
11. If the Contractor proposes to use subcontractors in the course of providing these services to the Village, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
12. List of current and future debris management contractual obligations with their current status and projected termination dates.
  - a. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
  - b. Plan for managing multiple Florida-based debris management contracts
  - c. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the Bidder is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.

**Tab 4 – Operational Plan (25 points):** The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.

1. The Operational Plan shall clearly address all aspects of the project proposed; including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command; subcontractor's plan.
3. Define methods used to complete assigned tasks.



4. Please clearly describe all aspects of the project proposed.
5. Include details of your approach and work plans.
6. Identify any issues or concerns of significance that may be appropriate.

**Tab 5 - Previous Experience (20 points):** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm’s capacity to successfully complete the scope of work outlined herein.

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
2. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Management projects exceeding fifty million dollars (\$50,000,000) per event.
3. Details of References should include the following:
  - a. Name and location of the project
  - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
  - c. Nature of the firm’s responsibility on the project
  - d. Project owner’s representative name, address, phone number, and e-mail address
  - e. Project duration and the date the project was completed or is anticipated to be completed.
  - f. Size of project including number of residents
  - g. Cost of project
  - h. Work for which staff was responsible
  - i. Contract Type
  - j. The results/deliverables of the project

**Tab 6 - Financial Capability (5 points):** The firm’s financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm’s financial stability:

1. Briefly describe your firm’s financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a bank verifying an available line of credit in the amount of twenty-five million dollars (\$25,000,000) with their proposal response. The Village will not waive this requirement.
3. Proposer shall provide a notarized letter from a surety, not a broker, verifying a bonding capacity of ten million dollars (\$10,000,000) and compliance with the information stated in the “**PAYMENT AND PERFORMANCE BONDS**” section of this solicitation. The Village will not waive this requirement.

**Tab 7 – Project Cost (25 points):**

1. Attachment B: Proposal Form (To be provided in a separate sealed envelope)





- a. Attached is proposal form (Attachment B) where the vendor will complete the proposal checklist and enter their contact information. Proposal form shall be signed by the contact person authorized to represent the contractor. This form must be completed, and submitted with the sealed bid as part of the bidder's submittal. The vendor must provide their pricing along with their bid package.
- b. Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.
- c. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- d. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**Tab 8 – Other Completed Documents & Forms:**

1. Attachment C: Vendor Information Form and a W-9
2. Attachment D: Non-Collusive Affidavit
3. Attachment E: Proposer's Completed Qualification Statement
4. Attachment F: Homeland Security's E-Verify System Affirmation Statement
5. Attachment G: Insurance Certificate
6. Attachment H: Qualification Forms
  - Form 1 – Proposal Pricing Sheet
  - Form 2 – Proposer's Statement of Organization
  - Form 3 – Personnel
  - Form 4 – References
  - Form 5 – Drug Free Workplace
  - Form 6 – Acknowledgement of Addenda
  - Form 7 – Independence Affidavit
  - Form 8 – Certification to Accuracy of Proposal
7. Proposal Security (Bid Bond Form or Cashier's Check)
  - a. Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to VILLAGE and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).
  - b. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through Demandstar.
  - c. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive.



- d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked **“BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services”** and sent to the North Bay Village, Village Clerk's Office, 1666 Kennedy Causeway, 3<sup>rd</sup> Floor, North Bay Village, FL 33141.
- e. Please see the Proposal Security Section in the “ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS” section of this RFP.

**Tab 9 – Business Structure & Professional Registration Certificates:**

- 1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
- 2. List appropriate licenses as issued by Miami Dade County and the State of Florida.
- 3. A reproduction of the firm’s current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
- 4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
- 5. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm’s current Florida Corporate Charter.

**Tab 10 – Additional Information:** Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

**EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The Village will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

<b>Criteria</b>	<b>Points</b>
Experience and Ability	25 points
Operational Plan	25 points
Previous Experience	20 points
Financial Capability	5 points
Project Cost	25 points
<b>Total Points</b>	<b>100 points</b>

- C. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation



Committee may schedule a second meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

- D. The Evaluation Committee will make a recommendation, to the Village Commission, for the award of contract(s). The Village intends to award contracts to a Primary and a Secondary DMC. The contract(s) shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the Village taking into consideration the evaluation criteria.

**SCHEDULE OF EVENTS**

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	May 31, 2018
Question Due Date	June 8, 2018
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>June 11, 2018</b>
Proposals will be accepted until	12:00 p.m. on June 15, 2018
Proposals will be opened at	1:00 p.m. on June 15, 2018
Evaluation of Proposals by Staff	June 18, 2018 @ 3:00 p.m.
Recommendation of Contractor to Village Commission award	<b>July 10, 2018</b>

**SUBMISSION REQUIREMENTS**

Only sealed bid/proposal **will be accepted at the North Bay Village, Office of the Village Clerk on or before 12:00 p.m. on June 15, 2018.**

The vendor must provide their pricing through the designated lines items listed on the *PROPOSAL REQUIREMENTS* section of this solicitation.

In addition to the sealed bid/proposal submittal, applicants shall submit **six (6) paper copies and two electronic copies** (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, clearly marked “**RFP # 2018-003 Disaster and Debris Management Services**”, **on or before 12:00 p.m. on June 15, 2018** to the:

North Bay Village  
Office of the Village Clerk  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business immediately after the deadline, at the office of the Village Clerk, 1666 Kennedy Causeway, 3<sup>rd</sup> Floor, North Bay Village, FL 33141.



In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 756-7171, E-MAIL ADDRESS: YVONNE.HAMILTON@NBVILLAGE.COM, AND MAILING ADDRESS: YVONNE HAMILTON, VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33141).**

However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Proposals received from Proposers in response to the solicitation will become the property of Village and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of Village.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with Village and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of Village by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, Village reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.



Village reserves the right to reject the Proposal of any Proposer if Village believes that it would not be in the best interest of the Village to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Village.

The Contract shall be awarded by Village's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to Village, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

### **ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS**

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

1. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

2. **ADDENDA or ADDENDUM:** A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Demandstar website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Demandstar will be the only official method whereby changes will be made.
3. **INTERPRETATIONS AND QUESTIONS:** If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The Village requires all questions relating to the solicitation be sent five (5) calendar days prior to the bid submittal deadline date through email to the Village Clerk at [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com). Responses to the questions will be provided via addendum by the Village Clerk. Questions received after June 8, 2018 shall not be answered. Interpretations or clarifications in response to such questions will be issued via addendum. The issuance of a response via Addendum and shall be the only official method whereby such an interpretation or clarification will be made. It is the Proposer's responsibility to submit a request for clarification or questions.

4. **LIQUIDATED DAMAGES** (in accordance with 2 CFR §200.326 Appendix II to Part 200 (A))



- A. The work to be performed under this Contract shall be commenced as detailed in the Specifications. As a breach of contract would cause a substantial delay in the completion of the required services which affect the safety and welfare of the public, the City hereby incorporated the following liquidated damages.
  - B. These amounts are not a penalty but liquidated damages to the City. 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 CITY as a consequence of such delay. Vendor acknowledges and agrees that damages to CITY from untimely completion are extremely difficult to determine, and accordingly, the Vendor 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 Vendor to meet the 48 hour mobilization requirements as detailed in the Specifications and Requirements. Fee: \$1,000 per calendar day.
    - b. Failure of the Vendor to repair damage(s) caused by the services provided by the Vendor and its subcontractors under the Contract. Fee: \$500.00 per incident.
    - c. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).
    - d. The CITY is authorized to deduct liquidated damage amounts from the monies due to Vendor for the work under this Contract, or as much thereof as the CITY may, at its own option, deem just and reasonable.
5. **CONFLICT OF INTEREST:** The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of Village or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.
6. **ENVIRONMENTAL REGULATIONS:** Village reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify Village immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.
7. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:** The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and Village, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.
8. **INDEMNIFICATION:**
- A) **GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the



Village, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

- B) PATENT AND COPYRIGHT INDEMNIFICATION:** Successful Proposer agrees to indemnify, defend, save and hold harmless the Village, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by Village.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive Village's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

9. **CONTRACT TIME:** By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
10. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the Village in the amount of One Thousand (\$1,000.00) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. Village shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.
11. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the Contract.
12. **PROPOSAL SECURITY:** In accordance with 44 CFR 13.36, the Village shall request a bid guarantee from each bidder. However, since this solicitation will be used on an as needed basis during emergency situations that may result in a large range of costs, the Village cannot estimate a bid price. Therefore, in lieu of requesting a bid guarantee equivalent to five percent of the bid price, the Village shall request a bid guarantee in the amount of five-thousand dollars (\$5,000).



Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the North Bay Village on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to Village and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five-thousand dollars (\$5,000).

Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they will be determined as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFP # 2018-003 Disaster and Debris Management Services**" and sent to the:

North Bay Village,  
Village Clerk's Office  
1666 Kennedy Causeway, 3<sup>rd</sup> Floor  
North Bay Village, FL 33141

The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, the Village may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited. The Proposal Security of the three (3) lowest Proposers will be returned within seven (15) calendar days after the Village and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal. Proposal Security of all other Proposer will be returned within seven (15) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

13. **PAYMENT AND PERFORMANCE BONDS:** The Contractor shall furnish to the Village, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Task Order or work authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

The Contractor shall execute and furnish to the Village a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide Village with evidence satisfactory to Village, that such excess risk has been protected in an acceptable manner. The surety company shall





have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the Village. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the Village to the extent of any and all payments in connection with the carrying out of said Contract which the Village may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Miami Dade County, with the Contractor to pay all recording costs.



**ATTACHMENTS**

- Attachment A: Cone of Silence
- Attachment B: Proposal Form
- Attachment C: Vendor Information Form and a W-9
- Attachment D: Non-Collusive Affidavit
- Attachment E: Proposer's Completed Qualification Statement
- Attachment F: Homeland Security's E-Verify System Affirmation Statement
- Attachment G: Sample Insurance Certificate
- Attachment H: Qualification Forms
  - Form 1 – Proposal Pricing Sheet
  - Form 2 – Proposer's Statement of Organization
  - Form 3 – Personnel
  - Form 4 – References
  - Form 5 – Drug Free Workplace
  - Form 6 – Acknowledgement of Addenda
  - Form 7 – Independence Affidavit
  - Form 8 – Certification to Accuracy of Proposal

**CONTACT INFORMATION**

All questions related to this solicitation should be forwarded to Yvonne Hamilton, Village Clerk, [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).



**ATTACHMENT A – CONE OF SILENCE**

**9.1 Cone of Silence**

You are hereby advised that this Request for Proposal No. 2018-003 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

**§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.



Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.



(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.



**ATTACHMENT B**

**PROPOSAL FORM**

**RFP #: 2018-003**

**TO:** NORTH BAY VILLAGE  
1666 KENNEDY CAUSEWAY, SUITE 300  
NORTH BAY VILLAGE, FL 33141

IN ACCORDANCE WITH THE “Request for Proposals” titled “Disaster and Debris Management Services” attached hereto as a part hereof the undersigned proposes the following:

**Section A – General Services – Typical Equipment to be used for Items A1 through A25.**

<b>Item #</b>	<b>Item/Description</b>	<b>Unit of Measure</b>	<b>Price per Unit of Measure</b>	<b>Example Amount</b>	<b>Total Cost</b>
<b>A1)</b>	<b>Vegetative Debris Removal</b> Vegetative debris removal from public rights-of-way and hauling to TDSR site or other designated location	Cubic Yard	\$	<b>100</b>	
<b>A2)</b>	<b>Mixed Debris Removal</b> Mixed debris removal from designated work zone and hauling to TDSR site or other designated location	Cubic Yard	\$	<b>100</b>	
<b>A3)</b>	<b>Debris Removal from Drop-Off Sites</b> Debris removal from drop-off sites and hauling to TDSR site or other designated location	Cubic Yard	\$	<b>100</b>	
<b>A4)</b>	<b>Vegetative Debris Grinding</b> Reduction of vegetative debris via grinding at TDSR site or other designated location.	Cubic Yard	\$	<b>100</b>	
<b>A5)</b>	<b>Mixed Debris Processing</b> Separation of Mixed Debris into Construction and Demolition Debris, White Goods, Household Hazardous Waste, Vegetative Debris, E-Waste, etc. at TDSR Site or other designated location	Cubic Yard	\$	<b>100</b>	
<b>A6)</b>	<b>Haul-out of Reduced Vegetative Debris</b> Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site.	Cubic Yard	\$	<b>100</b>	



**ATTACHMENT B**

<b>A7)</b>	<b>Haul-out of Separated C&amp;D Debris</b> Hauling construction and demolition debris from TDSR site or other designated location to final disposal site.	Cubic Yard	\$	<b>100</b>	
<b>A8)</b>	<b>Haul-out of White Goods</b> Removal of Freon from white goods; hauling of White Goods from TDSR Site to recycler (hauling of White Goods to TDSR or other designated location is included in the Mixed Debris removal price)	Each	\$	<b>100</b>	
<b>A9)</b>	<b>Haul-out of E-Waste</b> Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the Village in writing (hauling of E-Waste to TDSR or other designated location is included in the Mixed Debris removal price)	Cubic Yard	\$	<b>100</b>	
<b>A10)</b>	<b>Hazardous Stump Removal 25-36 Inches Diameter</b> Removal of Hazardous Stumps in Rights-of-way and hauling or TDSR Site or other designated location and backfilling	Each	\$	<b>100</b>	
<b>A11)</b>	<b>Hazardous Stump Removal 37-48 Inches Diameter</b> Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling	Each	\$	<b>100</b>	
<b>A12)</b>	<b>Hazardous Stump Removal More than 48 Inches Diameter</b> Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling	Each	\$	<b>50</b>	



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<b>A13)</b>	<b>Hazardous Stump Backfill Delivered and Placed</b> Backfill Delivered and Placed	Cubic Yard	\$	<b>200</b>	
<b>A14)</b>	<b>Removal of Partially Uprooted or Split Trees (Leaners) 24.99 Inches Diameter</b> Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$	<b>50</b>	
<b>A15)</b>	<b>Removal of Partially Uprooted or Split Trees (Leaners) 25-36.99 Inches Diameter</b> Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$	<b>50</b>	
<b>A16)</b>	<b>Removal of Partially Uprooted or Split Trees (Leaners) &gt;36.99 Inches Diameter</b> Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	\$	<b>10</b>	
<b>A17)</b>	<b>Removal of Partially Uprooted or Split Trees-Backfill Delivered and Placed</b> Backfill delivered and placed	Cubic Yard	\$	<b>100</b>	
<b>A18)</b>	<b>Removal of Split Leaner No Exposed Root Ball, Tree Diameter 24.99 Inches or Less</b> Price Includes flush cutting the tree trunk	Each	\$	<b>50</b>	





**ATTACHMENT B**

A19)	<b>Removal of Split Leaner No Exposed Root Ball, Tree Diameter 25-36.99 Inches</b> Price includes flush cutting the tree trunk	Each	\$	<b>50</b>	
A20)	<b>Removal of Split Leaner No Exposed Root Ball, Tree Diameter &gt;36.99 Inches</b> Price includes flush cutting the tree trunk	Each	\$	<b>25</b>	
A21)	<b>Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 1-5 Limbs</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal	Each	\$	<b>100</b>	
A22)	<b>Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 5-10 Limbs</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal.	Each	\$	<b>50</b>	
A23)	<b>Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs</b> Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal	Each	\$	<b>100</b>	
A24)	<b>Management and Haul-Out of Household Hazardous Waste</b> Proper management, storage and disposal of household hazardous waste	Pound	\$	<b>1000</b>	
A25)	<b>Dead Animal Removal</b> Dead animal collection, transport and disposal	Pound	\$	<b>1000</b>	
A26)	<b>Mobilize and Demobilize</b>	Lump Sum	\$	<b>1</b>	



**ATTACHMENT B**

<b>A26)</b>	<b>Bagged Ice</b> Delivered on pallets in trailer truck load quantities	Pound	\$	<b>1000</b>	
<b>A27)</b>	<b>Bottled Water</b> Sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities	Case	\$	<b>200</b>	
<b>A28)</b>	<b>Annual Cost of Payment and Performance Bond</b> Refer to the “ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS” section of the RFP	Lump Sum	\$		

**Emergency Road Clearance  
(Initial Clearance not to exceed 70 Hours)**

<b>A29)</b>	Debris removal from private and publicly owned property, other than right-of-way, to be hauled and dumped at the FEMA approved TDMS	<b>Cubic Yards</b>	\$	<b>100</b>	
<b>A30)</b>	Material, fill and dirt for stump holes, purchased, placed, and compacted.	<b>Cubic Yards</b>	\$	<b>200</b>	
<b>A31)</b>	Leaning trees/hanging limbs	<b>Each</b>	\$	<b>200</b>	
<b>A32)</b>	Demolition of Structures	<b>Cubic Yards</b>	\$	<b>300</b>	

**Section B – Labor** – Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the VILLAGE using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency. Please use additional sheets if necessary.

<b>Item #</b>	<b>Personnel/Description</b>	<b>Unit of Measure</b>	<b>Price Per Unit of Measure</b>
B1)	Project Manager/HAZMAT Professional	Hour	\$
B2)	Operations Manager	Hour	\$
B3)	Superintendent with Truck, Phone, and Radio	Hour	\$
B4)	Foreman	Hour	\$
B5)	Climber with Gear	Hour	\$
B6)	Chain and Handsaw Operator	Hour	\$



B7)	Laborer and Flagman	Hour	\$
B8)	Certified Arborist	Hour	\$
B9)	Others	Hour	\$
B10)	Others	Hour	\$
B11)	Others	Hour	\$
B12)	Others	Hour	\$

**Section C – Equipment with Operator:**

	Description	Hourly	Amount
C1)	JD544 or equal, wheel loader w/debris grapple	\$	
C2)	JD644 or equal, wheel loader w/debris grapple	\$	
C3)	JD544 or equal, wheel loader w/bucket	\$	
C4)	JD644 or equal, wheel loader w/bucket	\$	
C5)	Extend-A-Boom Forklift with Debris grapple	\$	
C6)	753 Skid STEER with debris grapple	\$	
C7)	753 Skid STEER with bucket	\$	
C8)	753 Skid STEER with broom	\$	
C9)	Excavator Type HOE w/rubber wheels with grapple	\$	
C10)	Hand fed debris chipper	\$	
C11)	Diamond Z or equal 800/1000 tub grinder	\$	
C12)	40 feet/60 feet Bucket truck	\$	
C13)	Service Truck	\$	
C14)	Water truck (2,000 gallons)	\$	
C15)	Portable Light Tower 4 units	\$	
C16)	Knuckle boom with grapple – self loading dump type truck	\$	
C17)	Single axle dump type truck 5 to 12 cubic yards	\$	
C18)	Tandem axel dump type truck 16-20 cubic yards	\$	
C19)	Trailer type truck tractor 24-40 cubic yards	\$	
C20)	Trailer type truck tractor 41-60 cubic yards	\$	
C21)	Trailer type truck tractor 61-80 cubic yards	\$	



**Proposal Checklist**

Is there at least five paper copies of the proposal submitted to the Village? Yes\_\_\_\_\_ Initial \_\_\_\_\_

Is there two electronic copies of the proposal submitted to the Village, along with all the completed attachments (A, B, C, D, E, F, G H, I)? Yes\_\_\_\_\_ Initial \_\_\_\_\_

Please confirm receipt of addenda:

I received Addendum #\_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

I received Addendum #\_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

I received Addendum #\_\_\_\_\_ Dated \_\_\_\_\_ Initial \_\_\_\_\_

Did you receive any additional addenda? If so, please specify: \_\_\_\_\_

PLEASE PRINT

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**ATTACHMENT C**  
**Vendor Information Form**

<b>Operating Name (Payee)</b>	
<b>Legal Name (as filed with IRS)</b>	
<b>Remit-to-Address (For Payments)</b>	
<b>Remit-to-Contact Name:</b>	
<b>Email Address:</b>	
<b>Phone # and Fax#:</b>	
<b>Order from Address (For Purchase Orders)</b>	
<b>Order from Contact Name:</b>	
<b>Email Address:</b>	
<b>Phone # and Fax#:</b>	
<b>Return-to-Address (For Product returns)</b>	
<b>Return-to-Contact Name</b>	
<b>Email Address:</b>	
<b>Phone# and Fax#:</b>	
<b>Payment Terms:</b>	

**Type of Business** (please check one and provide Federal Tax Identification or Social Security Number)

**Corporation** **Federal ID Number:** \_\_\_\_\_

**Sole Proprietorship/Individual** **Social Security No.:** \_\_\_\_\_

**Partnership**

**Health Care Service Provider**

**LLC-C (C corporation) – S (S corporation) – P (partnership)**

**Other (Specify):** \_\_\_\_\_

**Name & Title of Applicant** \_\_\_\_\_

**Signature of Applicant** \_\_\_\_\_ **Date:** \_\_\_\_\_



Attachment C

**Form W-9**  
 (Rev. January 2011)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  Individual/sole proprietor  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.
Other payees that may be exempt from backup withholding include:
6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

Table with 2 columns: IF the payment is for... and THEN the payment is exempt for... Rows include Interest and dividend payments, Broker transactions, Barter exchange transactions and patronage dividends, and Payments over \$600 required to be reported and direct sales over \$5,000.

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.





4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
• Protect your SSN,
• Ensure your employer is protecting your SSN, and
• Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

Table with 2 columns: For this type of account: and Give name and SSN of: (or EIN of:). Rows include Individual, Joint account, Custodian account, Trust, Sole proprietorship, Grantor trust, Disregarded entity, LLC, Partnership, Public entity, and Trust.

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
2 Circle the minor's name and furnish the minor's SSN.
3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line.
4 List first and circle the name of the trust, estate, or pension trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA.



**ATTACHMENT D**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

BIDDER is the

\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires:  
\_\_\_\_\_



**ATTACHMENT E**

**PROPOSER’S QUALIFICATIONS STATEMENT**

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER’S Name and Principal Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person’s Name and Title: \_\_\_\_\_

PROPOSER’S Telephone and Fax Number: \_\_\_\_\_

PROPOSER’S License Number: \_\_\_\_\_  
**(Please attach certificate of status, competency, and/or state registration.)**

PROPOSER’S Federal Identification Number: \_\_\_\_\_

Number of years your organization has been in business \_\_\_\_\_

State the number of years your firm has been in business under your present business name \_\_\_\_\_

State the number of years your firm has been in business in the work specific to this RFP: \_\_\_\_\_

Names and titles of all officers, partners or individuals doing business under trade name:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The business is a:      Sole Proprietorship       Partnership       Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATE. (ATTACH IN PROPOSER EXHIBIT SECTION)



**ATTACHMENT E**

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFP submittals non-responsive.

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At what address was that business located?

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Name, address and telephone number of surety company and agent who will provide the required bonds on this contract:

---

---

---

Have you ever failed to complete work awarded to you? If so, when, where and why?

---

---

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

---

Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

---

---



**ATTACHMENT E**

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary and involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

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**ATTACHMENT E**

Has the Proposer, its principals, officers or predecessor organization (s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

---

---

---

Are you an  Original provider  sales representative  contributor,  maker  Manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below:

---

---

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

---

---

---

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

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The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By \_\_\_\_\_  
(Signature)



**ATTACHMENT F**

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

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

1. This sworn statement is submitted to the NORTH BAY VILLAGE by:

\_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_  
\_\_\_\_\_

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person



controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
Signature (Blue ink only)





**ATTACHMENT F**

STATE OF FLORIDA             )  
   )  
 COUNTY OF MIAMI-DADE     )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public, State of Florida

NOTARY PUBLIC:  
 SEAL OF OFFICE:

\_\_\_\_\_  
 (Name of Notary Public: print, stamp or type as commissioned.)

- \_\_\_\_\_ Personally known to me, or
- \_\_\_\_\_ Personal identification:  
 \_\_\_\_\_  
 (Type of Identification Produced)
- \_\_\_\_\_ Did take an oath, or
- \_\_\_\_\_ Did Not take an oath



**ATTACHMENT G**

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YY)											
PRODUCER		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p style="text-align: center;"><b>INSURERS AFFORDING COVERAGE</b></p>													
INSURED  <b>YOUR COMPANY NAME HERE</b>		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 40%; border: none;">INSURER A.</td> <td style="width: 10%; border: none;">→</td> <td rowspan="5" style="width: 40%; text-align: center; vertical-align: middle;"><b>Companies providing coverage</b></td> </tr> <tr> <td style="border: none;">INSURER B.</td> <td style="border: none;">→</td> </tr> <tr> <td style="border: none;">INSURER C.</td> <td style="border: none;">→</td> </tr> <tr> <td style="border: none;">INSURER D.</td> <td style="border: none;">→</td> </tr> <tr> <td style="border: none;">INSURER E.</td> <td style="border: none;">→</td> </tr> </table>			INSURER A.	→	<b>Companies providing coverage</b>	INSURER B.	→	INSURER C.	→	INSURER D.	→	INSURER E.	→
INSURER A.	→	<b>Companies providing coverage</b>													
INSURER B.	→														
INSURER C.	→														
INSURER D.	→														
INSURER E.	→														
<b>COVERAGES</b>															
<p>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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>															
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)											
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>													
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>													
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$											
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$											
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">WC STATU- TORY LIMITS</td> <td style="width: 50%; text-align: center;">OTH- ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$			
WC STATU- TORY LIMITS	OTH- ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
	<input type="checkbox"/> OTHER														
<p><b>Certificate must contain wording similar to what appears below</b></p>															
<p><b>"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"</b></p>															
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION											
North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141		<b>City Must Be Named as Certificate Holder</b>		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, <u>30</u> DAYS WRITTEN LEFT.											
AUTHORIZED REPRESENTATIVE															



**ATTACHMENT H – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**



**FORM 1  
PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the work as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>TOTAL FEE</b>	\$	\$	\$

**Taxpayer Identification Number:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

(Company Name)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title)



**FORM 2  
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_  
\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____		
_____		
_____		

If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
1. _____		
2. _____		

6. Outline specific areas of responsibility for each firm listed in Question 5.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_



7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Occupational License Classification:

\_\_\_\_\_

c. Occupational License Expiration Date:

\_\_\_\_\_

d. Social Security or Federal I.D. No:

\_\_\_\_\_



---

**FORM 3  
PERSONNEL**

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.



**FORM 4  
REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Principal Contact Person(s): \_\_\_\_\_  
 \_\_\_\_\_  
 Year Contract Initiated: \_\_\_\_\_
2. Name of Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Principal Contact Person(s): \_\_\_\_\_  
 \_\_\_\_\_  
 Year Contract Initiated: \_\_\_\_\_
3. Name of Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Principal Contact Person(s): \_\_\_\_\_  
 \_\_\_\_\_  
 Year Contract Initiated: \_\_\_\_\_





**FORM 5  
DRUG-FREE WORKPLACE**

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

(Name of Company)

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

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**FORM 6  
ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)



**FORM 7  
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
 (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]



Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**FORM 8  
CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF MIAMI-DADE            )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally                appeared                \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the



*North Bay Village*

RFP NO. 2018-003

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foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

NOTARY PUBLIC

My Commission Expires: