

Solicitation RFP-21-024-MC

Disaster Debris Removal and Hauling

Bid Designation: Public



City of North Miami Beach

Bid RFP-21-024-MC

Disaster Debris Removal and Hauling

Bid Number **RFP-21-024-MC**

Bid Title **Disaster Debris Removal and Hauling**

Bid Start Date **Apr 27, 2021 4:02:27 PM EDT**

Bid End Date **May 27, 2021 2:00:00 PM EDT**

Question & Answer End Date **May 17, 2021 5:00:00 PM EDT**

Bid Contact **Donna Rockfeld**
Chief Procurement Officer

Bid Contact **Meghan Cianelli Bennett**
Purchasing Supervisor

Bid Contact **Ethan A Cohen**
Purchasing Assistant

Contract Duration **3 years**

Contract Renewal **2 annual renewals**

Prices Good for **3 years**

Pre-Bid Conference **May 12, 2021 11:00:00 AM EDT**
Attendance is optional
Location: Join Zoom Meeting
<https://us02web.zoom.us/j/8235709045?pwd=a0VGR0FqbmlIVElSaisxWEVQaVp0UT09>

Meeting ID: 823 570 9045
Passcode: 2kV5Tg

Dial by your location
+1 646 876 9923 US (New York)

Bid Comments The purpose of the Request for Proposal (“RFP”) is to solicit proposals from qualified firm(s) to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in the City of North Miami Beach, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. It is the intent of the City to award contracts to a Primary and a Secondary Contractor for these services in order to insure adequate resources at the time of an event.

The Contractor must handle debris management activities in the City of North Miami Beach, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), Florida Department of Emergency Management (FDEM), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City’s needs. The

Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, FDEM, and other State relief programs regulations regarding eligibility.

This request for proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part in order to be eligible for reimbursement under the Public Assistance Program.

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

The City of North Miami Beach reserves the right to waive any informality in any or all bids and to reject any or all proposals.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

Added on Apr 28, 2021:

Join Zoom Meeting

<https://us02web.zoom.us/j/8235709045?pwd=a0VGR0FqbmlIVEISaisxWEVQaVp0UT09>

Meeting ID: 823 570 9045

Passcode: 2kV5Tg

Added on May 6, 2021:

Added May 6, 2021 - Past prices and bid tabulation

Added on May 17, 2021:

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION has been included. Complete and submit with proposal.

Addendum # 1

Pre-Bid Conference Changes **Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.**

Addendum # 2

New Documents **RFP 2015-08 TABULATION_Groups A-E.pdf**

Addendum # 3

New Documents **BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION.pdf**

Item Response Form

Item **RFP-21-024-MC--01-01 - Disaster Debris Removal and Hauling**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of North Miami Beach**

Public Works

17050 NE 19th AVE
North Miami Beach FL 33162

Qty 1

Description

Complete Forms provided for in Section 4.0 - Pricing Proposal. Forms should be typed only, not hand-written and uploaded as part of your proposal to the City. This is required in order for the Proposal to be considered responsive.

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SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

Advertisement for Proposals: The public notice inviting the submission of proposals for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose proposal is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Proposal Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a Proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are

submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the Proposer.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Proposer in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Proposers must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.Citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.Citynmb.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for

Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically mailed to bids@Citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this between a potential vendor, service provider, Proposer, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

1.4 PROPOSERS RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Proposer.
- C. Proposers are advised that all City

contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF PROPOSALS

- A. Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF PROPOSAL

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

1.8 WITHDRAWAL OF PROPOSAL

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal

opening.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of opening date and time will be considered timely. Proposals and modifications received after the time set for the proposal opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Chief Procurement Officer **by the deadline for Questions posted on Bidsync.com.**

1.12 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

1.13 COMPETENCY OF PROPOSERS

- A. Pre-award inspection of the Proposer's

facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this proposal or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Email: bids@Citynmb.com
and,

To the City Attorney

City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939

To the Proposer

Notices will be sent to the Proposer at the physical

address, e-mail address, fax numbers and to the person listed in the proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

All employees of the Proposer shall be considered to be at all times the sole employees of the Proposer under the Proposer's sole direction, and not employees or agents of the City of North Miami Beach. The Proposer shall supply competent and physically capable employees and the City is authorized to require the Proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF PROPOSAL

The Evaluation Committee will make a recommendation based upon evaluation criteria, highest ranking. The City reserves the right to award to more than one Proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful Proposer(s) shall be notified in writing of award.

1.17 PROTESTS

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the " Proposer ") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFP.

1. Any protest concerning the RFP specifications, requirements, and/or terms must be made within three

- business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
2. Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the City Manager, that the award pursuant to the RFP must be made without delay in order

to protect a substantial interest of the City.

- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time the City Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the RFP in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.

1.18 AGREEMENT

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Proposer.

1.19 DISQUALIFICATION OF PROPOSERS

A Proposer may be disqualified temporarily or permanently and his/her proposal(s) rejected for:

Poor performance or default, in the City's opinion, on previous contracts with the City.
 Poor performance or default, in the City's opinion, on previous contracts with other public entities.
 Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.20 SUBCONTRACTING

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Proposer shall furnish in writing to the City the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final

Subcontractors list shall be presented to the City.

1.21 ASSIGNMENT

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

1.22 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.23 COLLUSION

The Proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.24 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

1.25 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable

conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

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) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS:, CITY

CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.26 EXCEPTIONS TO PROPOSAL

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Proposer shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the

performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.29 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.30 QUANTITIES

The City specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the proposal form by the Proposer.

1.31 CLAIMS

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.32 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.33 PUBLIC ENTITY CRIMES

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

TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.35 DRUG-FREE WORKPLACE PROGRAM

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposers shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.37 ACCESS TO RECORDS

The City reserves the right to require the Proposer to submit to an audit. The Proposer shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Proposer shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.39 INSURANCE REQUIREMENTS

The Proposer shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Proposer shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440. Should the Proposer be exempt from this Statute, the Proposer and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Proposer. All insurance policies

required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed

insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.40 CITY WEBSITE

The City utilizes the following procedures for notification of bid opportunities: www.bidsync.com and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the Proposer's responsibility to verify the validity of all proposal information received by sources other than those listed.

1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all proposals are analyzed, Proposer(s) submitting proposals that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the RFP, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this RFP constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFP. In all cases the City of North Miami Beach shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

1.42 CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, Proposer acknowledges that the materials submitted with the proposal and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Proposer deemed necessary in order to determine the price the Proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The City shall have no obligation to pay the Proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Proposer.

All Services undertaken by the Proposer before City's approval of this Contract shall be at the Proposer's risk and expense.

1.45 PRICING

Prices shall remain firm and fixed for the initial term of the Contract; however, the Proposer may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.46 MANNER OF PERFORMANCE

- A. The Proposer shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Proposer in all aspects of the Services. At the request of the City, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.
- B. The Proposer agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the City. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.
- C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Proposer shall comply with all provisions of all federal, state and local

laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Proposer's sole direction, supervision and control. The Proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Proposer's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Proposer does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Proposer hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

- C. The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Proposer and the Contract Manager are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Proposer's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise

discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute

personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.53 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and

adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
1. Stop work on the date specified in the notice ("the Effective Termination Date");
 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 3. Cancel orders;
 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for

Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the City under the Agreement.
- G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of

the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the City where required by the Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of the Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall

be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.57 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the

obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.58 PROPRIETARY RIGHTS

- A. The Proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Proposer hereunder or furnished by the Proposer to the City and/or created by the Proposer for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the Proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Proposer to meet official

regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Proposer's performance hereunder.

1.59 VENDOR APPLICATION AND FORMS

Proposer shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information,

please contact the Ethics Commission hotline at (305) 579-2593.

1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

H. Florida Building Code (FBC).

- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.61 NONDISCRIMINATION

During the performance of this Contract, Proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Proposer or any owner, subsidiary or other firm affiliated with or related to the Proposer is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Proposer was not in violation at the time it submitted its affidavit.

1.62 CONFLICT OF INTEREST

The Proposer represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Proposer in the

Agreement. The Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Proposer's knowledge, any subcontractor or supplier to the Proposer.
- C. Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the

above, Proposer shall promptly bring such information to the attention of the City's Attorney. Proposer shall thereafter cooperate with the City Attorney's review and investigation of such information, and comply with the instructions Proposer receives from the Contract Manager in regard to remedying the situation.

1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Proposer or such parties has been approved or endorsed by the City, except as may be required by law.

1.64 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.65 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in

contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.66 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposer, which are assigned by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of Proposer.

1.68 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the City's Proposer lists, and prohibition from engaging in any business with the City.

1.69 NO CONTINGENT FEES

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

otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.70 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.71 FORCE MAJEURE

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.72 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.73 ANNEXATION

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.74 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

The Proposer shall submit a summary statement regarding any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses. Specific legal matters and law suits within the last five (5) years arising out of disaster debris removal and disposal services must also be reported for matters both complete and ongoing. Additionally, Bidder shall list any contracts or agreements terminated for convenience, cause, or default within the past three (3) years and shall provide an explanation of each occurrence (if any). If no occurrences, Respondent shall so indicate.

2.2 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.4 CONTRACT TERM

The City intends to issue a three (3) year initial term with two (2) options to renew at one (1) year each for a total of five (5) years. Proposing firms shall provide timelines within their proposal packages outlining investment, project and revenue milestones as applicable. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

2.5 REQUESTS FOR INFORMATION

Any questions regarding the specifications shall be addressed by the deadline stated herein for receiving questions via www.bidsyn.com

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Proposers by written addenda. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this solicitation.

2.6 SCHEDULE OF EVENTS

The City reserves the right to change and/or delay scheduled dates.

2.7 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

2.8 VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Proposer is an independent contractor and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

2.9 PROTECTION OF PROPERTY

The Proposer shall take extra precaution to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.10 PROPOSER'S REPRESENTATIONS

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

2.11 PERSONNEL

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

2.12 LICENSES

The Proposer must have all necessary licenses. Proposer shall be required to furnish a copy of all licenses, certificates of competence or other licensor requirements necessary to provide their services as required by Florida State Statutes. These documents shall be furnished to the City along with the Bid Response.

2.13 MATERIALS, INSPECTION, AND RESPONSIBILITY

The City shall have a right to inspect any material to be used in carrying out this contract. The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Proposer shall be responsible for the contract quality and standards of all materials, components or completed work finished under this contract for 12 months from the date of final approved inspection and acceptance. Materials, components, or completed work not complying therewith may be rejected by the City and shall be replaced by the Proposer at no cost to the City. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Proposer, after written notice has been mailed by the City to the Proposer that such materials or components for work have been rejected.

2.14 SAFETY

Proposer shall provide and place safety barriers and signage to modify and direct circulation at and around service site. Every effort shall be made to minimize and limit noise, dirt, and dust. Proposer agrees to adhere to and enforce all applicable local, state, federal, and OSHA safety regulations at all times. Proposer safety includes the use of safety gear, traffic control and vehicle safety, at the Proposer's sole expense. Proposer shall inform the Project Manager of any immediate safety hazards or vandalism (including graffiti) upon discovery in the field. The Proposer shall contact the City to apply barricades where hazards exist to safeguard the area until the City can correct the situation. The Proposer shall fill any holes found constituting a hazard.

2.15 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Proposer and the City. Without this prior written authorization, the City will not pay for extra work performed. The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be annually agreed upon and incorporated by written amendment to the agreement.

- a. The City may order additions, deletions or revisions to the Work. A written Amendment, Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- b. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- c. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- d. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- e. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted

for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Proposer.

- f. If the City and the Proposer are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
- g. The Proposer shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- h. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Proposer's responsibility and the amount of each applicable bond shall be adjusted accordingly.
- i. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar
- j. Days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
- k. The cost or credit to the City from a change in the Work shall be determined by one or more of the following ways:
 - By a Cost Analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
 - When only nominal quantities are to be changed, change order may be determined by existing unit

prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Proposer shall be required to perform a cost analysis as required in the previous paragraph.

2.16 GUARANTIES

No guarantee or warranty is given or implied by the City as to the total amount of services that may or may not be purchased from any resulting contract or award. These quantities are for bid purposes only and will be used for tabulation and presentation of the bid. The City reserves the rights to reasonably increase or decrease quantities as required.

2.17 FEDERAL CONTRACT PROVISIONS

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

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

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

- c) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
2. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))
- Not applicable to this Contract; applicable only for prime construction contracts in excess of (\$2,000.) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.
3. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))
- (Not applicable to this Contract; applicable only for prime construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.
- A. CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by

appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

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

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

(Not applicable to this Contract.) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the

recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain

the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

10. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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

Vendors that apply or bid for an award exceeding \$100,000 must file the required

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

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

1. 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.
2. 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.
3. Application of Liquidated Damages does not release the Vendor from the responsibility of resolving or repairing damage(s).
4. 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.

2.20 PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

Proposer shall provide the City with a Performance and Payment Bond in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, within three (3) calendar days of a written Notice of Intent to Award by City. Once activated, the Performance and Payment Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Proposer and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, 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 Proposer shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

A letter from your bonding company that verifies you can comply with this requirement and the maximum amount in which your firm can be bonded must be included with your bid. The City will not waive this requirement.

2.21 NOTICE TO PROCEED

The City shall issue an official Notice to Proceed for the services referenced in this ITB and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Proposer(s). The Proposer(s) must acknowledge receipt of the written Notice to Proceed.

2.22 SUBCONTRACTORS

The Contractor shall provide the City with an updated list of all subcontractors including phone numbers of contact personnel Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor. The City may, at its discretion, limit the number of subcontract firms workers under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. In its bid response on the provided Subcontractor Listing form, the Contractor will provide

the requested information and must indicate what percentage of work described herein will be subcontracted to the listed subcontractor. **The Consultant shall perform 30% of the work before sub-contracting other portions of the work.**

2.23 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the City Manager or her designee, and the project shall be completed in accordance with the project schedule.

2.24 STAFFING REQUIREMENTS

The City reserves the right to immediately remove any personnel with or without cause that are deemed unsuitable for the City's recovery effort. Personnel subject to removal under this clause are: City staff full and part-time or temporary; Primary Contractor staff; sub-contractor staff. The City will provide a Representative to act as Liaison between City staff, FEMA and Contractor. This person will oversee the CITY's interest in the entire storm debris removal operation, and assure FEMA and contract compliance.

2.25 MINIMUM LEVEL OF SERVICE

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

2.26 OTHER CITY CONTRACTS

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

2.27 DAMAGES

All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, fences, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the City Debris Manager. Any

invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, sod, shrubs, and grassed areas caused by the Contractor(s)'s equipment or personnel at no additional cost to the City. If the Contractor does damage to a City sign or other property owned by the City, it shall be the responsibility of the Contractor(s) to repair the item back to the original condition. If the repair is not in accordance with City standards, the City shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the City Debris Manager outlining actions taken to correct the complaint. The Contractor shall notify the City immediately of any complaints given directly to the Contractor.

Upon written notice from the Contractor that the damage correction work is complete, the City will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the City will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional City labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Contractor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor(s) may petition the City in writing for a partial retainage release.

2.28 PAYMENT

- a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.
- b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- c. Invoices shall be submitted to the City's authorized representative on a bi-weekly basis unless otherwise direct by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.
- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.

- e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The City of North Miami Beach will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
- g. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- h. Payment for disposal cost incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. The City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City. The Contractor(s) shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.
- i. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- j. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal

government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.

- k. All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- l. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

2.29 FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:

- a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
- b. Buy America Requirements
- c. 49 CFR Part 26, Disadvantage Business Enterprise Program
- d. American with Disabilities Act of 1990 (ADA)
- e. Convict Labor Prohibition
- f. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
- g. Disaster related purchases (those made with a special "disaster purchase order form" shall never be co-mingled with regular invoices.
- h. All disaster invoices shall include the location where delivered or where used, if appropriate.
- i. All contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - Time cards.
 - Daily work reports for every employee, by each separate FEMA

- category of work
 - Daily equipment use, by each separate FEMA category of work.
 - List of all supplies and materials used, by each separate FEMA category of work.
 - Includes both prime and sub-contractors
 - All work must be properly grouped according to FEMA damage categories as specified in the contract.
- j. FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

2.30 TIME AND MATERIAL CONTRACTS IF REQUIRED

Time and Materials for any tasks not specified in this Solicitation are required, the following requirements shall apply:

- a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the

Contractor's risk.

- b. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
- c. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third party monitoring firm.
- d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

2.31 FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

2.32 DISTRIBUTION OF WORK

The City reserves the right to activate more than one contractor to provide the debris services outlined in this invitation to bid. The City may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed through this invitation to bid.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 PURPOSE AND INTENT

The purpose of the Request for Proposal ("RFP") is to solicit proposals from qualified firm(s) to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in the City of North Miami Beach, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes. It is the intent of the City to award contracts to a Primary and a Secondary Contractor for these services in order to insure adequate resources at the time of an event.

The Contractor must handle debris management activities in the City of North Miami Beach, Florida in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), Florida Department of Emergency Management (FDEM), and the Florida Department of Environmental Protection (FDEP) in conjunction with the City's needs. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, FDEM, and other State relief programs regulations regarding eligibility.

This request for proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The City maintains contract(s) with Contractor(s) to provide that service; and reviews those services through a separate procurement process. This RFP is specifically for Emergency Debris Removal Services. Contractors shall not submit proposals that include Debris Monitoring Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed. Prime Contractors shall comply.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with Federal requirements. Contract services shall only be performed when requested and as designated by the City, by approved Work Authorization issued by the City. Contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City reserves the right to use other Contractors for the same services during an emergency if in City's sole discretion, it is in the best interests of the City. The City also reserves the right to approve all subcontractors hired by the Contractor and/or to require the Contractor to dismiss a subcontractor for cause, upon request.

3.2 DESCRIPTION OF CITY OF NORTH MIAMI BEACH

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90th Anniversary in 2016.

3.3 TERMS AND DEFINITIONS

Authorized Representative – City employees and/or contracted individuals designated by the City or City Debris Manager

Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.

Cleanup Crew – A group of individuals and/or an individual employed by the disaster debris collection Contractor to collect disaster debris.

Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/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 systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents 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 used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

Contract -- a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non- Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub- award).

Contractor – an entity that receives a contract as defined in 2 C.F.R. §200.22. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

City – City of North Miami Beach, Florida

City Approved Final Disposal Site – a final disposal location approved in writing by the City.

City Debris Manager – the City will designate a City Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.

Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work

and/or is eligible for Federal or State grant reimbursement.

Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end- use facility.

Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Contractor(s), subcontractors and individual crews.

Demobilization – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

Demolition – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Designated Area – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris- generating event.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Emergency Debris Clearance - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325– “Public Assistance Debris Management Guide”.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

E-Waste – End of life electronics, typically televisions, computers and related components.

FEMA Publication 325 Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

Eliminating immediate threats to lives, public health and safety.

Eliminating immediate threats of significant damage to improved public or private property.

Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Field Inspector – Monitor

Force Account Labor – Labor performed by the applicant’s permanent, full time or temporary employees.

Garbage – Waste that is regularly collected through the City’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

Hangers – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

Hazardous Tree - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage

Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.
- The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

Mulching or Chipping – See Chipping or Mulching

Mutual Aid Agreement - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

National Response Plan (NRP) – A plan developed to facilitate the delivery of all types of Federal

assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

PPE – Personal Protective Equipment. May also be referred to as “Safety Gear.”

Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

Regulated Waste – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

TDSPF - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

Temporary Debris Staging and Reduction Site – Temporary Debris Staging and Reduction (TDSR) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

Vegetative Debris – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

White Goods – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

3.4 SCOPE OF SERVICES

The awarded Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the City. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

The awarded Contractor shall be knowledgeable of, and comply with, all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event.

Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services.

Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site.

Debris not defined as eligible by FEMA Publication 325, state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City Debris Manager in writing.

SCOPE OF SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO:

3.4.1 Emergency Road Clearance

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance

of Notice to Proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

3.4.2 ROW Vegetative Debris Removal

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3.4.3 ROW C&D Debris Removal

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location

unless directed otherwise by the City or its authorized representative.

- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or directed by the City Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The City's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

3.4.4 Removal of Debris from City Parks and Facilities

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. All debris removal from City Parks and Facilities will be at the approval and authorization of the City prior to removal.

3.4.5 Removal of Debris from Canals/Waterways

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in City maintained canals and waterways to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water and threatens flooding of improved property is a unique process requiring unique equipment.
- b. All debris removal from canals and waterways will be at the approval and authorization of the City prior to removal.
- c. All debris removal shall be done from the waterway, unless otherwise approved by the City.
- d. If Right of Entry is required to access and remove debris from public canal or waterway it is the responsibility of the Contractor to obtain, and it shall only be obtained with prior approval of the City.

3.4.6 DMS(s) Management, Operations and Reduction through Grinding

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- e. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.
- f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- i. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- j. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- k. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in lined containers at the DMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor(s).
- l. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- m. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- n. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this Request for Proposal.

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new

sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

Contractor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

3.4.7 Haul-out of Reduced Debris to City Approved Final Disposal Site

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a City approved DMS(s) to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. The Contractor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- b. The Contractor(s) shall not use any disposal facility without the written consent of the Solid Waste Division Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Solid Waste Division Manager prior to issuing any such authorization.
- c. The Contractor(s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor(s) and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.
- d. The Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive waiting times. The City shall make the sole determination of excessive wait times. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
- e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- f. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

3.4.8 Removal of Hazardous Leaning Trees and Hanging Limbs

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 1/2) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with procedure described in "ROW Vegetative Debris Removal". Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 1/2) feet from the base of the tree, will be flush cut, loaded and removed. The City will not compensate the Contractor for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning

trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 - The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 - Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 - The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW, parks and facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 - The limb is greater than two (2) inches in diameter.
 - The limb is still hanging in a tree and threatening a public-use area.
 - The limb is located on improved public property.

3.4.9 Removal of Hazardous Stumps

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the City ROW, parks, and facilities. The Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion and removed.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW, parks, facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - Fifty percent (50%) or more of the root ball is exposed.

- The stump is on City ROW and poses an immediate threat to public health, safety or welfare.
- b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table. Stumps shall only be collected after the monitoring firm(s) and the Contractor(s) document and perform the following:
- Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.
 - Size. Measure and record the diameter of the stump to be removed at the appropriate location.
 - Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.
 - The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction

3.4.10 ROW White Goods Debris Removal

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

- a. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- b. White goods are banned from landfill disposal in the state of Florida, but are accepted for recycling.
- c. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- d. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- e. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- f. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City approved final disposal site.

3.4.11 Household Hazardous Waste (HHW) Removal, Transport, and Disposal

Unless requested by the City to remove HHW from the ROW, the Contractor shall not collect HHW from the ROW. Such request by the City shall be made in writing. If requested by the City the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

- a. Contractor shall be responsible for proper handling and disposal of all HHW that is transported to the City approved DMS or a City approved Final Disposal Site.
- b. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.
- c. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- d. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

3.4.12 E-Waste Removal

Proposer shall agree to provide at the request of the City to remove E-Waste from the ROW. Such request by the City shall be made in writing. If requested by the City per 2.3.9(a), the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:

- a. Services performed under this Contract element will be compensated using Unit Rate Pricing.
- b. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

3.4.13 Abandoned Vehicle Removal

Proposer shall agree to provide at the request of the City the following work consisting of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

No vehicles shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.

3.4.14 Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Contractor shall coordinate activities with the Miami-Dade County Animal Services Division and the Miami-Dade County Health Department. Services performed under this Contract element will be compensated using Unit Rate Pricing.

3.4.15 Other Debris Removal Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be

performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

3.4.16 Pre-Event Contact

The Contractor(s) shall contact City of North Miami Beach Debris Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the City of North Miami Beach for which there is no advance warning. After a disaster occurs, a designated City employee will contact the Contractor(s) holding the Disaster Debris Removal and Disposal contract to advise them of the City's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the City must issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the City Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor(s) shall begin within twenty-four (24) hours of notification by the City. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

3.4.17 Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kick-off meeting with the City and its debris monitoring firm(s) at no cost to the City.

3.4.18 Description of Designated Areas

The Designated area for debris removal (the City right-of-way) is bounded by the City's boundary and includes public property and rights-of-way, City parks, and City debris staging areas within the City limits.

- a. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program Eligible roadways, the Contractor will be required to provide crews separate from those providing City ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will make one pass to collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways.
- b. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- c. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.
- d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- e. For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket

shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

- f. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- g. All Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.
- h. Payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.
- i. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- j. The City reserves the right to inspect DMS and FDS, verify quantities and review operations at any time.

3.4.19 Debris Management Sites and Final Disposal Sites

The Contractor is responsible for providing final disposal of all debris generated and collected within the City in accordance to requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually thereafter, the Contractor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

The Contractor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The Contractor shall provide the City with a list of potential DMS locations annually.

The City has two (2) potential TDMS sites that the City may authorize for debris management. Prior to the Start of each hurricane season, the Contractor shall evaluate any City provided TDMS Site. The City maintains the right to limit the use and/or eliminate any or all DMS Sites at the City's sole discretion. The City shall authorize, in writing, the use of any City provided DMS prior to the start of operations.

Site Name	City Of North Miami Beach - Taylor Park
Site Address	15450 W Dixie Hwy, North Miami Beach
GPS Location	Lat 25:55:5 / Long 80:9:36
ID	WACS ID: 100001
Type of Debris Managed	Mixed Debris

Site Name	City of North Miami Beach; Mulching Facility
Site Address	151 St. NE Bay Vista Blvd., City Of North Miami
GPS Location	Lat 25:55:7 / Long 80:8:1
ID	WACS ID: 101368

Type of Debris Managed	Vegetation Debris only
Site Name	FIU - Biscayne Bay Campus
Site Address	3000 NE 151 Street, North Miami FL 33181
GPS Location	25°54'16.6"N 80°08'22.6"W
ID	
Type of Debris Managed	Yard Trash defined in FL Stat. Section 403.703

The City will assign specific DMS to specific Contractor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Contractor. If additional DMS locations are needed for the operation, the Contractor shall provide a list of DMS locations. The list will include all necessary site information to allow the City to submit to FDEP for approval. If the Contractor(s) establish any additional DMS, a copy of the agreement showing indemnification of the City for the use and proposed restoration plan of the additional sites, shall be provided to the City. In addition the Contractor shall execute a hold harmless agreement for each Contractor established DMS that is not located on City property. The hold harmless agreement must be approved by the City prior to execution.

Prior to the use of any DMS (either City provided DMS or Contractor(s) established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Contractor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the City at the expense of the Contractor(s). The results of such testing shall be sent directly from the professional to the City. The Contractor shall be required to provide the City with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the City is a cost borne by the Contractor and compensated based on the Contractor's proposal for site management and reduction of debris.

The City may also establish designated Residential Convenience Centers (residential drop-off sites). The Contractor will be responsible for removing all disaster related debris from those sites. Contractor shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Contractor may be required to push material to make room for additional debris.

The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of this document entitled "DMS(s) Management , Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the City. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Contractor will be responsible for returning all utilized DMS to their original condition or better prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP).

All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

3.4.20 On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

3.4.21 Superintendent Shall be Supplied by the Contractor

The Proposer shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

3.4.22 Equipment

The Proposer shall provide all equipment necessary to prepare the site(s); stockpile the debris; feed the grinder(s); air-curtain incinerator(s); remove ash from the incinerator(s); load and haul for disposal of all nongrindable or non-burnable debris and ash residue; and any other equipment which may be necessary for the performance of this contract. Prior to commencing debris reduction and disposal operations, the Contractor shall present to the CITY, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators). All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the CITY. Damaged sideboards must be repaired prior to arriving at the dumpsite. All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The CITY reserves the right to refuse equipment that is demand unsafe or inadequate. All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract. Prior to commencing debris removal operations, the Contractor shall present to the CITY all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking. Trucks and trailers designated for use under this

contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the CITY. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the CITY. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacture's identification plate with ratings. Trucks or equipment that is designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s). The City or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the contractor to "tarp" or cover debris when hauling.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

3.4.23 Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas.

All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

3.4.24 Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

3.4.25 Hazardous Materials and Household Hazardous Waste

The Contractors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the City's Hazardous Materials Removal and Disposal Contract. The Contractors(s) shall notify the City's monitoring firm(s) of the nature and location of any such debris encountered.

The Contractors(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractors (s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The City or City's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

3.4.26 Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the City Debris Manager:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veteran's Day

- h. Thanksgiving Day
- i. Day after Thanksgiving
- j. Christmas Eve
- k. Christmas Day

3.4.27 Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

3.4.28 Debris Site Tower Specifications

The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides.

3.4.29 Facilities at DMS Locations

The Contractor(s) shall provide as many ADA compliant portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations.

- Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

3.4.30 Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-

based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Firm and City; a final disposal plan will be established.

3.4.31 Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.
- g. The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.
- h. Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Miami-Dade County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following.
 - Description of the material spilled (including any identity, quantity, etc.)
 - Determination as to whether or not the amount spilled is EPD/DEP reportable and when and to whom it was reported.
 - Exact time and location of spill, including description of the area involved.
 - Receiving waters (including, but not limited to canals and drainage areas)
 - Cause of incident and equipment and personnel involved.
 - Injuries or property damage.
 - Duration of discharge.
 - Containment procedure implemented.
 - Summary of all communications the Contractor has had with press or other officials.
 - Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

3.4.32 Documentation and Measurement

- a. Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS(s) or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
- c. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.
- e. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
- f. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment.
- g. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
- h. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City approved Final Disposal Site.
- i. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- j. Scope of service items that have rates based on one-way haul mileage shall have such mileage

based on “as the crow flies” distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Canal Debris Removal
- Haul-out of Reduced Debris to a City Approved Final Disposal Site

3.5 QUALIFICATIONS OF PROPOSER INCLUDING EXPERIENCE AND PAST PERFORMANCE

The Proposer shall describe the organization’s qualifications and ability to provide the scope of services requested in this RFP including relevant prior experience. Proposers’ shall provide relevant experience of at least three (3) completed, delivered and accepted similar Contracts. A listing of all sub-contractors, and additional qualification information should be submitted about the experience of the sub-contractors.

List all clients/municipalities in the past five years to which Proposer’s company both currently provides and has provided similar services to those requested in this RFP.

Proposer shall state the length of time the company has been in business providing the services requested in this RFP.

3.6 KEY PERSONNEL

Proposer shall provide the names and resume(s) of the Key Personnel designated by the firm to assist in the various areas of required expertise, and the qualifications of the individuals in those areas.

Identify the contact person and supervisory personnel who will work with the City. Proposers must also submit copies of Contractors Licenses, and any other licenses deemed relevant to the Project.

END OF SECTION

SECTION 4.0 PRICE PROPOSAL (25 Points)

4.1 ALL-INCLUSIVE PRICE PROPOSAL

The City will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

The Proposer shall provide the pricing information in the format as requested in the Pricing Schedules, categorically showing the pricing (fees and rates) proposed to perform the services being proposed, and to provide the services as described in this Solicitation.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the Proposal and authorized to sign a contract with the City.

ALL SUBMITTED PRICING MUST ALIGN WITH FEMA PRICING RATES.

A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION	PRICE	UNIT
1	Vegetative debris removal from public property (right-of-way) and hauling to TDSR within the City limits of the City of North Miami Beach	\$ _____	CY
2	Vegetative debris removal from public property (right-of-way) and hauling to TDSR outside the City limits of the City of North Miami Beach, supplemental charge to be added to 2. above	\$ _____	CY
3	Vegetative debris removal from TDSR and hauling to final disposal site within Miami-Dade County	\$ _____	CY
4	Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Miami-Dade County	\$ _____	CY
5	C&D debris removal from public property (right-of-way) and hauling to TDSR within the City limits of the City of North Miami Beach	\$ _____	CY
6	C&D debris removal from public property (right-of-way) and hauling to TDSR outside the City limits of the City of North Miami Beach, supplemental charge to be added to 2. above	\$ _____	CY
7	C&D debris removal from TDSR and hauling to final disposal site within Miami-Dade County	\$ _____	CY
8	C&D debris removal from public property (right-of-way) and hauling to final disposal site within Miami-Dade County	\$ _____	CY
9	Debris site management – preparation, management and segregating debris at TDSR	\$ _____	CY
10	Processing (grinding) of vegetative debris at TDSR	\$ _____	CY
11	Processing (burning) of vegetative debris at TDSR	\$ _____	CY
12	Pick up and haul of white goods	\$ _____	EACH
13	Pick up and disposal of hazardous material	\$ _____	LB
14	Dead animal collection, transportation, and disposal	\$ _____	LB
15	Hazardous tree removal and hauling to disposal site, 6 inch diameter	\$ _____	PER

ITEM	DESCRIPTION	PRICE	UNIT
	to 11.99 inch diameter		TREE
16	Hazardous tree removal and hauling to disposal site, 12 inch diameter to 23.99 inch diameter	\$ _____	PER TREE
17	Hazardous tree removal and hauling to disposal site, 24 inch diameter to 47.99 inch diameter	\$ _____	PER TREE
18	Hazardous tree removal and hauling to disposal site, 48 inch diameter and greater	\$ _____	PER TREE
19	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	\$ _____	PER STUMP
20	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	\$ _____	PER STUMP
21	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	\$ _____	PER STUMP
22	Hazardous limbs >2 inch in diameter at point of break removal and hauling to disposal site	\$ _____	PER TREE
23	Demolition of structures removal and hauling to disposal site	\$ _____	CY
24	Disaster event generated hazardous waste abatement; biohazardous waste abatement	\$ _____	LB
25	Tipping fees to be reimbursed to contractor by City at actual cost	N/A	REIMBURSEMENT

B. EQUIPMENT

ITEM	DESCRIPTION	PRICE	UNIT
1	JD 544, or equal, wheel loader with debris grapple	\$ _____	PER HOUR
2	JD 644, or equal, wheel loader with debris grapple	\$ _____	PER HOUR
3	Extend boom, or equal, forklift with debris grapple	\$ _____	PER HOUR
4	753 Bobcat, or equal, skid steer loader with debris grapple	\$ _____	PER HOUR
5	753 Bobcat, or equal, skid steer loader with bucket	\$ _____	PER HOUR
6	753 Bobcat, or equal, skid steer loader with street sweeper	\$ _____	PER HOUR
7	30-50 HP farm tractor with box blade or rake	\$ _____	PER HOUR
8	2-2 ½ cu. yd. articulated loader with bucket	\$ _____	PER HOUR
9	3-4 cu. yd. articulated loader with bucket	\$ _____	PER HOUR
10	JD 648E, or equal, log skidder	\$ _____	PER HOUR
11	Caterpillar D4, or equal, dozer	\$ _____	PER HOUR

ITEM	DESCRIPTION	PRICE	UNIT
12	Caterpillar D6, or equal, dozer	\$ _____	PER HOUR
13	Caterpillar D8, or equal, dozer	\$ _____	PER HOUR
14	Caterpillar, or equal, 125-140 HP motor grader	\$ _____	PER HOUR
15	JD 690, or equal, track hoe with debris grapple	\$ _____	PER HOUR
16	JD 690, or equal, track hoe with bucket & thumb	\$ _____	PER HOUR
17	Rubber tire track hoe with debris grapple	\$ _____	PER HOUR
18	JD 310, or equal, rubber tire backhoe with bucket & hoe	\$ _____	PER HOUR
19	Rubber tire excavator with debris grapple	\$ _____	PER HOUR
20	210 Prentiss, or equal, knuckle boom with debris grapple	\$ _____	PER HOUR
21	Caterpillar 623, or equal, self-loader scraper	\$ _____	PER HOUR
22	Hand fed debris chipper	\$ _____	PER HOUR
23	300-400 Tub grinder	\$ _____	PER HOUR
24	Diamond Z, or equal, 800-1,000 HP tub grinder	\$ _____	PER HOUR
25	30 Ton crane	\$ _____	PER HOUR
26	50 Ton crane	\$ _____	PER HOUR
27	100 Ton crane, with 8 hour minimum	\$ _____	PER HOUR
28	40-60' Bucket truck	\$ _____	PER HOUR
29	Service truck	\$ _____	PER HOUR
30	Water truck	\$ _____	PER HOUR
31	Portable light plant	\$ _____	PER HOUR
32	Equipment transports	\$ _____	PER HOUR
33	Pickup truck, unmanned	\$ _____	PER HOUR
34	Self-loading dump truck with knuckle boom and debris grapple	\$ _____	PER HOUR
35	Single axle dump truck, 5-12 cu. yd.	\$ _____	PER HOUR
36	Tandem dump truck, 16-20 cu. yd.	\$ _____	PER HOUR
37	Trailer dump truck, 24-40 cu. yd.	\$ _____	PER HOUR

ITEM	DESCRIPTION	PRICE	UNIT
38	Trailer dump truck, 41-60 cu. yd.	\$ _____	PER HOUR
39	Trailer dump truck, 61-80 cu. yd.	\$ _____	PER HOUR
40	Power screen	\$ _____	PER HOUR
41	Stacking conveyor	\$ _____	PER HOUR
42	Off road truck	\$ _____	PER HOUR

C. LABOR AND MATERIAL

ITEM	DESCRIPTION	PRICE	UNIT
1	Operations Manager	\$ _____	PER HOUR
2	Superintendent with truck, phone and radio	\$ _____	PER HOUR
3	Foreman with truck, phone and radio	\$ _____	PER HOUR
4	Safety/quality control inspector with vehicle, phone and radio	\$ _____	PER HOUR
5	Inspector with vehicle, phone and radio	\$ _____	PER HOUR
6	Climber with gear	\$ _____	PER HOUR
7	Saw hand with chainsaw	\$ _____	PER HOUR
8	Laborers and flagmen	\$ _____	PER HOUR
9	Timekeeper	\$ _____	PER HOUR
10	HazMat professional	\$ _____	PER HOUR
11	Household HazMat inspection and removal crew	\$ _____	PER HOUR
12	FEMA public assistance manager	\$ _____	PER HOUR
13	FEMA documentation clerk	\$ _____	PER HOUR
14	Community assistance/hot line operators	\$ _____	PER HOUR
15	Contract Manager/HazMat supervisor	\$ _____	PER HOUR

ITEM	DESCRIPTION	PRICE	UNIT
16	Contract Manager/HazMat supervisor overtime	\$ _____	PER HOUR
17	Field logistician/HazMat technician	\$ _____	PER HOUR
18	Field logistician/HazMat technician overtime	\$ _____	PER HOUR
19	Resources technician	\$ _____	PER HOUR

D. EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

ITEM	DESCRIPTION	PRICE PER DAY (24 HRS)	PRICE PER WEEK
1	10 KW Generator	\$ _____	\$ _____
2	15 KW Generator	\$ _____	\$ _____
3	25 KW Generator	\$ _____	\$ _____
4	50 KW Generator	\$ _____	\$ _____
5	75 KW Generator	\$ _____	\$ _____
6	100 KW Generator	\$ _____	\$ _____
7	175 KW Generator	\$ _____	\$ _____
8	250 KW Generator	\$ _____	\$ _____
9	300 KW Generator	\$ _____	\$ _____
10	350 KW Generator	\$ _____	\$ _____
11	500 KW Generator	\$ _____	\$ _____

ITEM	DESCRIPTION	PRICE PER DAY (24 HRS)	PRICE PER WEEK
12	750 KW Generator	\$ _____	\$ _____
13	800 KW Generator	\$ _____	\$ _____
14	1000 KW Generator	\$ _____	\$ _____
15	1250 KW Generator	\$ _____	\$ _____
16	1500 KW Generator	\$ _____	\$ _____
17	1750 KW Generator	\$ _____	\$ _____
18	Tails	\$ _____	\$ _____
19	Cables (400 amp) 50 ft.	\$ _____	\$ _____

E. OPTIONAL SERVICES

ITEM	DESCRIPTION	COST	UNIT
1	Debris removal from lakes and canals	\$ _____	CY
2	Restoration of canal banks and slopes	\$ _____	LF
3	Removal of motor vehicles including towing, processing and disposal	\$ _____	Per Vehicle
4	Removal of boats including towing, processing and disposal	\$ _____	Per LF of vessel
5	Provision of emergency potable water	\$ _____	GAL
6	Provision of emergency ice	\$ _____	LB
7	Temporary bathrooms / port-o-lets	\$ _____	PER UNIT/PER WEEK
8	Provision of temporary satellite phones	\$ _____	PER PHONE/PER DAY
9	Sewer, culvert and catch basin cleaning including transportation and disposal	\$ _____	CY

4.3 RATES FOR OTHER SERVICES, EQUIPMENT, OPTIONS AVAILABLE

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Price Proposal.

Item	Description	Unit of Measure	Qty	Unit Price	Extended Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					

4.4 MANNER OF PAYMENT

Progress payments will be made on the basis of hours of work completed during the course of the engagement and expenses incurred in accordance with the firm's price proposal. Interim billing shall cover a period of not less than a calendar month.

4.5 SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

In response to this Solicitation, Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required.

5.1 TITLE PAGE, TABLE OF CONTENTS, AND INTRODUCTORY LETTER

The title page shall list the subject. It shall also contain the proposing vendor's full legal name, physical address, mailing address (if different than physical address), telephone number, and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.

Provide a Table of Contents which lists the corresponding section title or heading and beginning page number.

Include a cover letter which shall be addressed to the City and titled as indicated on the cover page of this proposal. The cover letter will state the name of the person(s) authorized to represent the firm in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers, and email addresses.

A legal representative of the successful firm authorized to bind the firm in contractual matters must sign the cover letter and the proposal. The cover letter will also include a short narrative describing the respondent's understanding of the scope of work and affirmatively documenting compliance with the Minimum Qualifications and Requirements.

5.2 FIRM QUALIFICATIONS AND EXPERIENCE (20 POINTS)

The information requested in this section should describe the qualifications of the firm, key staff and subcontractors providing Debris Clearing and Removal Services for state and local governments that are similar in size and scope, to demonstrate competence to perform these services. Disclose any past problems with FEMA. In addition, this section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, available equipment necessary to perform the services, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- 2) Relevant Experience: Describe the Proposer's relevant experience of three (3) completed, delivered and accepted similar Contracts during the past five (5) years, in providing similar scope of services to public sector agencies, particularly to municipal/local governments.
- 3) Financial Stability: Provide financial statements, in a sealed envelope, for the last two (2) complete fiscal years. Such statements should include, at a minimum, balance sheets (statements of financial position) and statements of profit and loss (statement of net income). Statements shall be certified by an independent Certified Public Accountant. If there are no certified financial statements available, then provide the last two (2) federal income tax returns filed with the Internal Revenue Service (IRS). In addition, provide an interim balance sheet and income statement for any period of time in excess of six (6) months of the financial statements submitted as required above, reflecting any significant financial events occurring subsequent to the closing date. If no significant events occurred, please state the fact.

- 4) Key Personnel: Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel. Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein.
 - a. Sub-contractors: List the name and provide a summary of sub-contractors proposed to be utilized to perform the service as outlined in Section 2.16
- 5) Performance Bond: Provide a letter from your bonding company that verifies you can comply with this requirement and the maximum amount in which your firm can be bonded must be included with your proposal. The City will not waive this requirement.

5.3 PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY (40 POINTS)

This section of the Proposal should give describe in detail, your approach to perform the services solicited herein, as per Section 3.0 (Scope of Services). Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, transition and implementation plan, strategies for assuring assigned work is completed on time and communication with City staff.

Describe the approach and methods for managing the operation as well as the completion of this project. This section must also identify the contact person and supervisory personnel who will be assigned to perform the work dictated by the contract. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work.

5.4 PAST PERFORMANCE AND REFERENCES (15 POINTS)

This section of the Proposal should provide information as to the Proposer's performance and capability to perform the services.

- 1) Provide a minimum of three (3) references (but no more than five (5) from public sector agencies, particularly municipal/local government, for which Proposer has performed similar scope of services in the past five (5) years. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) contract amount, (8) services provided. Do not include work/services performed for the City of North Miami Beach or City employees as reference.
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.
- 3) Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. This explanation must deal specifically with the problems involved on the prior contract and any organizational, operational or other changes which have been or will be implemented. If, in sole judgment of the City, the Contractor has failed to provide an adequate plan to ensure that the

contractual dispute previously experienced by the City will not recur, the City reserves the right to reject the proposal submitted by that Contractor.

5.5 REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

- A. All required forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.
- B. Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

5.6 REQUIRED PRICE PROPOSAL (25 POINTS)

- A. Required Section 4.0 Price Proposal Form shall be included in a labeled section. Form must be signed.

END OF SECTION

SECTION 6.0 EVALUATION CRITERIA

6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the City affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

6.3 EVALUATION CRITERIA

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.

Award will be made to responsible firm possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

Evaluation Criteria	Max Points
a. Proposer's technical approach and methods for managing the operation	20
b. Proposer's understanding of City needs, objectives and timeline of events	20
c. Proposer's proposed price	25
d. The adequacy and qualifications of the firm, key staff and subcontractors	20
e. Proposer's references, past experience, and performance on comparable projects	15

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Proposers.

6.2 ORAL PRESENTATIONS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon

completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

6.3 PRICE EVALUATION

After the initial evaluation of the Proposals, the City will evaluate the price Proposals of those Proposers remaining in consideration. The price Proposal will be evaluated on how well it matches the Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

6.4 NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The City may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the City.

6.5 CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

ATTACHMENT A LIST OF SUBCONTRACTORS

If subcontractors are listed below, the Bidder acknowledges that they have investigated each subcontractor listed and each subcontractor has engaged successfully in this line of work for a reasonable period of time, and that the subcontractor maintains a fully equipped organization capable, technically and financially, of performing the work required.

Name Under Which Subcontractor is Licensed and Address	License No.	Amount of Sub-Contract	Specific Description of Subcontract

ATTACHMENT B STATEMENT OF EXPERIENCE

The bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

(1) Contractor's name and address:

(2) Contractor's telephone: _____ Fax: _____

(3) Contractor's license: Primary classification _____
 Dade County License No. _____
 Supplemental classifications held if any: _____

(4) Number of years in business: _____

(5) Names and titles of all officers of Contractor's firm:

NAME	TITLE

No. of Personnel Currently Employed: _____ No. of Personnel Available for this Project: _____

(6) List all similar projects your firm has completed.

Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope:		
Contract Amounts:	Original \$	At Completion: \$

Briefly Explain Any Variance:		
Contact Person:		Email Address:
Phone Number:		

Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope:		
Contract Amounts:	Original \$	At Completion: \$
Briefly Explain Any Variance:		
Contact Person:		Email Address:
Phone Number:		

Project Name/Location:		
Project Owner:		Date Completed:
Project Description and Specific Scope:		
Contract Amounts:	Original \$	At Completion: \$
Briefly Explain Any Variance:		
Contact Person:		Email Address:
Phone Number:		

ATTACHMENT D EMPLOYEE LIST

The following employees are currently employed and available to complete the Scope of Services for this RFP. This worksheet is unlocked, if additional lines are needed for a specific job title, you may insert lines into that section. If a job classification is not listed, please feel free to add them. **If additional space is needed to list all of your employees make multiple copies of this sheet.**

Job Title / Description	Employee Name	Years of Experience	Specialized Certifications (Please List)
Certified Arborist			
Foreman			
Dump Truck Driver			
Bucket Operator			
Climber			
Groundsman			
Laborer			

ATTACHMENT E

FEMA's SCHEDULE OF EQUIPMENT RATES

**DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY**
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

FEMA Code ID		Equipment Description					2019 Updated Rate
Cost Code	Equipment	Specifications	Capacity or Size	HP	Notes	Unit	
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$ 1.62
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$ 9.86
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$ 12.49
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$ 20.98
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$ 32.13
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$ 57.05
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$ 95.60
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$ 98.55
8040	Ambulance			to 150		hour	\$ 28.09
8041	Ambulance			to 210		hour	\$ 41.18
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$ 4.53
8051	Board, Message			to 5	Trailer Mounted.	hour	\$ 11.60
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$ 2.34
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$ 4.65
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$ 3.25
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate.	hour	\$ 34.93
8064	Hydraulic Post Driver					hour	\$ 35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	\$ 172.29
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	\$ 33.83
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	\$ 41.04
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	\$ 20.61
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	\$ 28.74
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	\$ 43.17
8070	Automobile			to 130	Transporting people.	mile	\$ 0.545
8071	Automobile			to 130	Transporting cargo.	hour	\$ 12.43
8072	Automobile, Police			to 250	Patrolling.	mile	\$ 0.545
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$ 16.05
8075	Motorcycle, Police					mile	\$ 0.505
8076	Automobile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	\$ 23.99
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	\$ 19.62
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Suplus Vehicle	375-450	Qualified foe operational rate on	Hr.	\$ 51.80
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	Hr.	\$ 48.35

8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	\$ 8.23
8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	\$ 8.67
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	\$ 8.68
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	\$ 9.23
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	\$ 9.81
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	\$ 10.66
8086	All Terrain Vehicle (ATV)	Engine 400cc, 4-Wheel; 25" tyre		26-28		hour	\$ 12.20
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	\$ 13.07
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	\$ 13.86
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	\$ 14.79
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	\$ 52.00
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	\$ 61.96
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	\$ 109.97
8113	Barge, Deck	Size	160'x45'x11"	0	Push by Tug-Boat	hour	\$ 136.90
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$ 352.71
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$ 400.32
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$ 624.56
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$ 1,181.86
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	\$ 32.70
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	\$ 33.06
8126	Swamp Buggy	Conquest		360		hour	\$ 41.35
8130	Boat, Row			0	Heavy duty.	hour	\$ 1.46
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$ 12.55
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$ 16.58
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$ 235.03
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$ 290.74
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$ 355.70
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$ 359.36
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$ 47.35
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$ 70.55
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$ 90.10
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$ 215.09
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$ 302.01
8145	Jet Ski	3-seater				hour	\$ 27.70
8146	Jet Ski					hour	\$ 8.60
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	\$ 1.13
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	\$ 65.51
8149	Boat, removable engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	\$ 1.58
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	\$ 30.41
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	\$ 6.24
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	\$ 23.75
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	\$ 25.28
8157	Sweeper, Pavement			to 110		hour	\$ 78.79
8158	Sweeper, Pavement			to 230		hour	\$ 102.03
8180	Bus			to 150		hour	\$ 21.60
8181	Bus			to 210		hour	\$ 25.82
8182	Bus			to 300		hour	\$ 39.65
8183	Blower	Gasoline powered Toro Pro Force		27		hour	\$ 15.40
8183x	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	\$ 18.83
8184	Back-Pack Blower			to 4.4		hour	\$ 1.53
8185	Walk-Behind Blower			13		hour	\$ 6.83
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	2.7		hour	\$ 1.91
8188	Chainsaw	Bar Length = 20 in	5.0 cu in			hour	\$ 2.59
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	3.4		hour	\$ 2.77

8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2.4		hour	\$ 1.80
8191	Chain Saw (STIHL)	Bar Length = 25 in	7.5 cu in	3.62		hour	\$ 3.73
8192	Chain Saw, Pole	Bar Length = 18 in	4.0 cu in	3.2		hour	\$ 2.10
8193	Skidder	model 748 E		to 173		hour	\$ 56.25
8194	Skidder	model 648 G11		to 177		hour	\$ 105.44
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$ 119.52
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$ 134.74
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$ 142.31
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	\$ 193.95
8199	Log Trailer	40 ft		0		hour	\$ 10.15
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$ 8.97
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	\$ 17.06
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	\$ 24.89
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	\$ 35.75
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$ 50.41
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	\$ 169.74
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	\$ 98.48
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	\$ 134.68
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	\$ 178.82
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	\$ 147.05
8218	BOMAG Compactor	BW100AD-3		33		Hour	\$ 24.80
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	\$ 28.72
8220	Compactor			to 10		hour	\$ 15.92
8221	Compactor, towed, Vibratory Drum			to 45	Plus tow Truck	hour	\$ 33.56
8222	Compactor, Vibratory, Drum			to 75		hour	\$ 24.09
8223	Compactor, pneumatic, wheel			to 100		hour	\$ 26.90
8225	Compactor, Sanitation			to 300		hour	\$ 96.11
8226	Compactor, Sanitation			to 400		hour	\$ 154.63
8227	Compactor, Sanitation			535		hour	\$ 264.25
8228	Compactor, towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	\$ 18.48
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	\$ 16.22
8240	Feeder, Grizzly			to 35		hour	\$ 25.47
8241	Feeder, Grizzly			to 55		hour	\$ 33.55
8242	Feeder, Grizzly			to 75		hour	\$ 65.18
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	\$ 54.20
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	\$ 65.14
8252	Dozer, Crawler			to 160		hour	\$ 98.77
8253	Dozer, Crawler			to 250		hour	\$ 153.35
8254	Dozer, Crawler			to 360		hour	\$ 218.47
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U		to 574		hour	\$ 317.49
8256	Dozer, Crawler			to 850		hour	\$ 358.48
8260	Dozer, Wheel			to 300		hour	\$ 66.26
8261	Dozer, Wheel			to 400		hour	\$ 101.22
8262	Dozer, Wheel			to 500		hour	\$ 184.08
8263	Dozer, Wheel			to 625		hour	\$ 239.31
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	\$ 3.65
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 4.64
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 8.81
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 13.19
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	\$ 23.31
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 3.98
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	\$ 9.93

8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	\$ 14.19
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	\$ 18.72
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 18.97
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 36.06
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 55.30
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 158.86
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 264.64
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 304.91
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$ 466.41
8287	Excavator	2007 model Gradall XL3100 III		184		hour	\$ 102.62
8288	Excavator	2003 model Gradall XL4100 III		238		hour	\$ 117.66
8289	Excavator	2006 model Gradall XL5100		230		hour	\$ 109.03
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	\$ 4.94
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$ 14.73
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$ 21.12
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$ 28.79
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$ 63.25
8306	Fork Lift Material handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	\$ 44.62
8307	Fork Lift Material handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	\$ 51.93
8308	Fork Lift Material handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	\$ 56.14
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	\$ 3.53
8310	Generator	Prime Output	5,5 KW	to 10		hour	\$ 5.36
8311	Generator	Prime Output	16 KW	to 25		hour	\$ 7.81
8312	Generator	Prime Output	60KW	to 88		hour	\$ 25.56
8313	Generator	Prime Output	100 KW	to 125		hour	\$ 43.60
8314	Generator	Prime Output	150 KW	to 240		hour	\$ 62.83
8315	Generator	Prime Output	210 KW	to 300		hour	\$ 85.70
8316	Generator	Prime Output	280 KW	to 400		hour	\$ 103.34
8317	Generator	Prime Output	350 KW	to 500		hour	\$ 114.23
8318	Generator	Prime Output	530 KW	to 750		hour	\$ 202.00
8319	Generator	Prime Output	710 KW	to 1000		hour	\$ 225.34
8327	Generator	Prime Output	800 KW	1065		hour	\$ 232.46
8328	Generator	Prime Output	900 KW	1355		hour	\$ 295.15
8329	Generator	Prime Output	1000 KW	1000	Open	hour	\$ 356.94
8320	Generator	Prime Output	1100 KW	1645	Open	hour	\$ 393.43
8321	Generator	Prime Output	2500 KW	to 3000		hour	\$ 553.78
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	\$ 450.78
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	\$ 583.01
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	\$ 567.48
8325	Generator	Prime Output	40KW	63	Open	hour	\$ 23.16
8326	Generator	Prime Output	20KW	35	Open/Closeed	hour	\$ 18.05
8327	Generator Large	Prime Output	80 KW	120		Hr.	\$ 31.65
8328	Generator Heavy Duty	Prime Output	2000KW		Open	Hr.	\$ 490.00
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	\$ 43.98
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	\$ 63.63
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	\$ 80.43
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.62

8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.92
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.71
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.31
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	\$ 0.37
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.17
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.11
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	\$ 1.73
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	\$ 3.29
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	\$ 19.59
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	\$ 36.87
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	\$ 69.24
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	\$ 103.22
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	\$ 123.73
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	\$ 20.80
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	\$ 41.33
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	\$ 38.10
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	\$ 46.17
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	\$ 76.27
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	\$ 79.50
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	\$ 116.12
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	\$ 129.40
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	\$ 188.87
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	\$ 37.13
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	\$ 3.13
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	\$ 4.31
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$ 15.32
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$ 20.47
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$ 84.71
8419	Hand-Held, Pavement Breakers	Weight	25-90 Lbs	0	Air Tool/Electric Power	hour	\$ 1.12
8420	Self-Propelled Pavement Breaker,			to 70-80	Self-Propelled (Diesel)	hour	\$ 59.54
8421	Vibrator, Concrete	Hand Held		to 4		hour	\$ 1.63
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$ 90.67
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$ 125.19
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$ 4.77
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	\$ 12.67
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	\$ 76.41
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	\$ 96.52
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	\$ 144.69
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	\$ 224.01
8436	Pick-up, Asphalt			to 110		hour	\$ 98.06
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	\$ 140.59
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	\$ 189.75
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	\$ 214.03
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$ 16.92
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$ 24.24
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$ 45.28
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$ 83.35
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	\$ 4.23
8447	Paver accessory -Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	\$ 33.48
8450	Plow, Snow, Grader Mntd	Width	to 10 Ft	0	Include Grader for total cost	hour	\$ 28.28
8451	Plow, Snow, Grader Mntd	Width	to 14 Ft	0	Include Grader for total cost	hour	\$ 33.21

8452	Plow, Truck Mntd	Width	to 15 Ft	0	Include truck for total cost With leveling wing. Include truck for total cost	hour	\$ 25.23
8453	Plow, Truck Mntd	Width	to 15 Ft	0	Truck not included	hour	\$ 41.04
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	\$ 8.24
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	\$ 10.55
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	\$ 13.41
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$ 6.30
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	\$ 7.87
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	\$ 6.31
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	\$ 6.98
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	\$ 8.05
8473	Pump			to 15	Hoses not included.	hour	\$ 12.08
8474	Pump			to 25	Hoses not included.	hour	\$ 13.77
8475	Pump			to 40	Hoses not included.	hour	\$ 16.98
8476	Pump	4" - 40,000 gal/hr.	4" - 40,000 gal/hr.	to 60	Hoses not included.	hour	\$ 27.45
8477	Pump			to 95	Hoses not included.	hour	\$ 32.77
8478	Pump			to 140	Hoses not included.	hour	\$ 41.84
8479	Pump			to 200	Hoses not included.	hour	\$ 50.79
8480	Pump			to 275	Does not include Hoses.	hour	\$ 68.33
8481	Pump			to 350	Does not include Hoses.	hour	\$ 81.66
8482	Pump			to 425	Does not include Hoses.	hour	\$ 99.01
8483	Pump			to 500	Does not include Hoses.	hour	\$ 117.21
8484	Pump			to 575	Does not include Hoses.	hour	\$ 136.53
8485	Pump			to 650	Does not include Hoses.	hour	\$ 154.88
8486	Aerial Lift, Truck Mntd	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 11.63
8487	Aerial Lift, Truck Mntd	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 21.99
8488	Aerial Lift, Truck Mntd	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	\$ 39.80
8489	Aerial Lift, Truck Mntd	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	\$ 42.16
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	\$ 9.02
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	\$ 17.39
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	\$ 31.57
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	\$ 56.70
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	\$ 73.90
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	\$ 29.71
8496	Crane, Truck Mntd	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	\$ 16.54
8497	Crane, Truck Mntd	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	\$ 23.17
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	\$ 37.46
8499	Pump - Trash-Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	\$ 7.76
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$ 40.75
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$ 67.83
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	\$ 93.95
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	\$ 180.23
8504	Crane	Max. Lift Capacity	110 MT	to 350		hour	\$ 258.23
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$ 7.62
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$ 12.47
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$ 26.81
8513	Saw, Rock	Blade Diameter		to 100		hour	\$ 35.13
8514	Saw, Rock	Blade Diameter		to 200		hour	\$ 68.85
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	\$ 1.77
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	\$ 2.02
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	\$ 133.80
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	\$ 174.30
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	\$ 322.77

8524	Scraper	Scraper Capacity	44 CY	to 604		hour	\$ 354.84
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	\$ 26.83
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	\$ 35.47
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	\$ 38.72
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75	Does not include truck	hour	\$ 35.39
8551	Snow Blower, Truck Mntd	Capacity	1400 Tph	to 200	Does not include truck	hour	\$ 94.72
8552	Snow Blower, Truck Mntd	Capacity	2000 Tph	to 340	Does not include truck	hour	\$ 143.88
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400	Does not include truck	hour	\$ 156.93
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$ 2.97
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$ 14.47
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$ 234.49
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$ 256.20
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$ 285.56
8563	The Vammass 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	\$ 260.00
8564	The Vammass 5500	RM300	96"W x 20"D	350	Soil Stabilization, Redclaimer	hour	\$ 212.00
8565	Oshkosh Pavement Sweeper	H-Series		420	Equip with Broom	hour	\$ 229.00
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	\$ 3.54
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	\$ 23.95
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	\$ 33.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	\$ 43.46
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$ 49.55
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	\$ 14.97
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 22.45
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	\$ 32.52
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	\$ 43.57
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	\$ 90.67
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	\$ 13.13
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	\$ 13.37
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	\$ 16.71
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	\$ 18.49
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	\$ 19.30
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	\$ 30.52
8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 15.85
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 19.49
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 22.76
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	\$ 28.39
8614	Truck- Water Tanker	1000 gal. tank		175		hour	\$ 35.84
8620	Tub Grinder			to 440		hour	\$ 98.30
8621	Tub Grinder			to 630		hour	\$ 148.62
8622	Tub Grinder			to 760		hour	\$ 189.56
8623	Tub Grinder			to 1000		hour	\$ 332.79
8627	Horizontal Grinder	Model HG6000		630		hour	\$ 59.12
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	\$ 48.59
8629	Stump Grinder	24" grinding wheel		110		hour	\$ 46.31
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 14.78
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 19.74
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	\$ 32.52
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$ 15.59

8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$ 23.12
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$ 33.58
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	\$ 265.76
8637	Trailer CAT	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	\$ 95.10
8638	Rake	Barber Beach Sand Rake 600HDR, towed		0	Towed by Beach vehicle	hour	\$ 15.78
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	\$ 35.38
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	\$ 2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	\$ 2.76
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	\$ 3.69
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	\$ 38.88
8644	Trailer, Covered Utility Trailer	(7' X 16')		0	Move by Tractor to Location	hour	\$ 5.88
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	\$ 30.33
8646	Trailer, Dodge	8' x 32' flatbed water	25,000 MG VW	200	4x2-Axle	hour	\$ 28.60
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$ 16.91
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$ 29.53
8654	Trencher accessories	2008 Griswold Trenchbox		0		hour	\$ 1.96
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	\$ 13.77
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$ 40.07
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$ 44.60
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 35.07
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14,000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	\$ 56.12
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	\$ 109.20
8680	Truck, Fire -Industrial -112Ft Ladder Aerial Platform	Pump/Tank Capacity	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	\$ 198.30
8681	Truck, Fire, Engine Type-1	Pump/Tank Capacity	1000GPM/300gal		Engine, with Pump & Roll	hour	\$ 140.00
8682	Truck, Fire, Engine Type-2	Pump/Tank Capacity	500GPM/300gal		Engine, with Pump & Roll	hour	\$ 132.00
8683	Truck, Fire, Ladder(48ft)(Type-III)	Pump/Tank Capacity	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	\$ 119.30
8684	Truck, Fire, Aerial (Cummins IXL9)100FT Ladder	Pump/Tank Capacity	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	\$ 178.00
8685	Truck, Fire, Ladder(48ft)(Type-I)	Pump/Tank Capacity	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	\$ 154.00
8686	Truck, Fire, Ladder(48ft)(Type-II)	Pump/Tank Capacity	500gpm/300gal,	100-199	Hose 2-1/2"D 1000' Long	hour	\$ 131.50
8687	Truck, Fire, Support Water Tender S1	Pump/Tank Capacity	300GPM/4000+gal	115-149	S1 Water Tender	hour	\$ 114.50
8688	Truck, Fire, Support Water Tender S2	Pump/Tank Capacity	200GPM/2500+gal		S2 Water Tender	hour	\$ 103.50
8689	Truck, Fire, Support Water Tender S3	Pump/Tank Capacity	200GPM/1000+gal		S3 Water Tender	hour	\$ 79.00
8690	Truck, Fire - Water Tender	Pump Capacity	1000 GPM @150 psi			hour	\$ 70.33
8691	Truck, Fire, Tanker	Pump/Tank Capacity	1250 GPM/2500 gal	500		hour	\$ 74.57
8692	Truck, Fire, Pumper	Pump/Tank Capacity	1500 GPM/1000 gal	500		hour	\$ 81.10
8693	Truck, Fire, Pumper	Pump Capacity	2000 GPM			hour	\$ 84.04
8694	Truck, Fire Aerial Ladder (75Ft)	Pump/Tank Capacity	1500GPM/600 gal	475		hour	\$ 121.00
8695	Truck, Fire Aerial Ladder (150Ft)	Ladder length	150 FT		No Platform,	hour	\$ 146.43
8696	Truck, Fire (Rescue)	No Ladder		330	Rescue Equipment	hour	\$ 96.36
8697	Truck, Fire, Tactical Water Tender T1	Pump/Tank Capacity	250GPM/2000+gal	175		hour	\$ 119.50
8698	Truck, Fire, Tactical Water Tender T2	Pump/Tank Capacity	250GPM/1000+gal			hour	\$ 102.67
8699	Truck, Fire, Engine Type-3	Pump/Tank Capacity	150GPM/500gal		Engine, with Pump & Roll	hour	\$ 126.50
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	\$ 25.46
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	\$ 40.36
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	\$ 28.55
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	\$ 32.90
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	\$ 52.73
8708	Trailer, semi	48ft to 53ft, flat-bed, freight, two axle	50,000+ gwvr	0		hour	\$ 8.67
8709	Trailer, semi	enclosed 48 ft to 53 ft, two axles	50,000+ gwvr	0	Enclosed	hour	\$ 9.82
8710	Trailer, semi	28ft, single axle, freight	25,000 gwvr	0		hour	\$ 10.01

8711	Flat bed utility trailer	6 ton		0		hour	\$ 3.21
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	\$ 25.51
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	\$ 32.02
8714	Vector-Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	\$ 85.10
8714-1	Vector Combine Vaccum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	\$ 86.94
8715	Truck, Hydro Vac	model LP555DT	36 - Hp pump	36	Towed by tractor	hour	\$ 18.50
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	\$ 52.93
8717	Truck, Vacuum	60,000 GVW		400		hour	\$ 76.72
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	\$ 9.60
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	\$ 57.70
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	\$ 72.05
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	\$ 79.62
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	\$ 77.50
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	\$ 136.57
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	\$ 91.65
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$ 49.79
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$ 57.06
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	\$ 3.07
8734	Attenuator, safety	that can stop a vehicle at 60 mph		0		hour	\$ 5.64
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	\$ 3.89
8736	Truck, tow	1987 Chevy Kodiak 70		175		hour	\$ 28.73
8744	Van, Custom	Special Service Canteen Truck		350		hour	\$ 18.35
8745	Van, step	model MT10FD		300		hour	\$ 22.05
8746	Van-up to 15 passenger	light duty, class 1		225-300		hour	\$ 20.48
8747	Van-up to 15 passenger	light duty, class 2		225-300		hour	\$ 20.77
8748	Van-cargo	light duty, class 1		225 - 300		hour	\$ 22.44
8749	Van-cargo	light duty, class 2		225-300		hour	\$ 22.68
8750	Vehicle, Small			to 30		hour	\$ 6.41
8753	Vehicle, Recreational			to 10		hour	\$ 2.87
8754	Motor Coach	GVW=50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	\$ 63.94
8755	Golf Cart	Capacity	2 person	0	Battery operated	hour	\$ 3.80
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$ 4.11
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$ 7.21
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$ 13.66
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$ 13.75
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$ 31.05
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$ 56.57
8788	Container & roll off truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	\$ 23.73
8789	Truck, Tractor	1997 Freightliner F120		430		hour	\$ 56.81
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	\$ 43.43
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	\$ 47.57
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	\$ 52.98
8794	Truck, freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	\$ 27.25
8795	Truck, backhoe carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	\$ 34.56
8796	Truck, freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	\$ 31.43
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	\$ 32.13
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001+ gvwr	280	6 X 4 Axle (D)	hour	\$ 42.33
8800	Truck, Pickup				When transporting people.	mile	\$ 0.545
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	\$ 12.78
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	\$ 17.91
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	\$ 21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	\$ 23.22

8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	\$ 24.85
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	\$ 14.32
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	\$ 22.64
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	\$ 22.99
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	\$ 26.55
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 26.82
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	\$ 27.55
8820	Skidder accessory	2005 JCB Grapple Claw		0		hour	\$ 1.75
8821	Forklift, accessory	2005 ACS Grapple Bucket		0		hour	\$ 1.56
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	\$ 53.22
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	\$ 118.50
8824	Skidder	model Cat 525B		up to 160		hour	\$ 64.79
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	\$ 128.67
8840	Truck, service	fuel and lube	up to 26,000 gvwr	215-225		hour	\$ 40.19
8841	Truck, fuel	2009 International 1,800 gal. storage tank		200		hour	\$ 32.01
8842	Mobile Command Trailer	(8' X 28') with 7.5 KW Generator		0	Move to Location by Tractor	hour	\$ 14.73
8843	Mobile Response Trailer	(8' X 31') with 4.5 KW Generator?		0	Move to Location by Tractor	hour	\$ 13.87
8844	Mobile Command Center	(unified) (RV) Ultimaster MP-35	43 FT Long with Generator	400		hour	\$ 86.10
8845	Mobile Command Post Vehicle	(RV) (In-Motion)	22-Ft Long	340		hour	\$ 31.55
8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	\$ 20.33
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	\$ 31.69
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	\$ 50.69
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	\$ 55.37
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	\$ 47.12
8851	Mobile Command Van	1990- Ford Econoline- Communication Van		230	Communication Equipment	hour	\$ 42.78
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	\$ 68.04
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	\$ 45.89
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	\$ 98.84
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	w/10kw power unit	13.5		hour	\$ 11.11
8871	Light Tower	2004 Allmand				hour	\$ 6.93
8872	SandBagger Machine	(Spider) automatic	w/Vibration & Conveyor Motors	2-4.5		hour	\$ 49.42
8900	Helicopter	OH-58 KJOWA (Military) is the same as "Bell-206B3		420		hour	\$ 467.00
8901	Helicopter	OH-58 KJOWA (Military) is the same as "Bell-206BR		420		hour	\$ 489.00
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	\$ 575.00
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	\$ 585.47
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	\$ 763.30
8905	Helicopter	Model Bell 407 EMS- Ambulance		250		hour	\$ 625.35
8906	Piper-Fixed wing	Model Navajo PA-31		310		hour	\$ 476.60
8907	Piper-Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	\$ 507.20
8908	Sikorsky Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	\$ 2,974.45
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	\$ 5,559.04
8910	Boeing Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	\$ 10,857.50
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	\$ 620.38
8912	Helicopter- light utility	Model Bell 206L- 7 seater	7-Seaters	420	Passenger Aircraft	hour	\$ 607.92
8913	Helicopter	Model Bell-206L4		726		hour	\$ 570.24
8914	King Air 200 Turboprop Aircraft	Blackhawk King Air B200XP61		669		hour	\$ 1,318.11
8915	Turboprops Blackhawk Aircraft	Blackhawk Caravan XP42 A		850		hour	\$ 738.12
8916	Turboprops Blackhawk Aircraft	King Air C90 XP135 A		550		hour	\$ 1,108.33
8917	Aerostar Piston Aircraft	Aerostar 601P		290		hour	\$ 466.67
8918	Bell UH -1H Huey Helicopter II	Engine:1 x Lycoming T53-L-11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	\$ 1,376.74

8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	\$	20.16
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	\$	14.84
8945	Aerial Lift - 20 Ft High	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	\$	6.44

SECTION 7.0 REQUIRED FORMS

The must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- 7.1 Drug Free Workplace Program
- 7.2 Solicitation, Giving, and Acceptance of Gifts Policy
- 7.3 Indemnification Clause
- 7.4 Sworn Statement pursuant to section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 7.5 Anti-Kickback Affidavit
- 7.6 Non-Collusive Affidavit
- 7.7 Bidder Questionnaire
- 7.8 E-Verify Affirmation Statement

7.1 DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid 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 commodities or contractual services that are under bid, 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.

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

Name:

Title:

Date:

7.2 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements.

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Name:

Title:

Date:

7.3 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Commission, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the contractor’s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

Name:

Title:

Date:

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

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By:

Name:

Title:

For: Legal business name:

Federal Employer I.D. no. (FEIN):

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: - -).

Whose business address is:

- 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 misrepresentations.
- 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, non-jury trial, or entry of a plea of guilty or non contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. 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 another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with 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, and partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. 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 to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND 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.

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

Name:

Title:

Date:

7.5 ANTI-KICKBACK AFFIDAVIT

I, the undersigned, say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

Name:

Title:

Date:

7.6 NON-COLLUSIVE AFFIDAVIT

a) He/she is the , (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements 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 work;

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any 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 affiant.

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

Name:

Title:

Date:

7.7 BIDDER QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:

5. Website address (if applicable):

6. Principal place of business address:

7. Office location responsible for this project:

8. Telephone no.:

Fax no.:

9. Type of business (check appropriate box):

Corporation (specify the state of incorporation):

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in)

Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

11. List name and title of each principal, owner, officer, and major shareholder:

a)

b)

c)

d)

12. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)

b)

c)

d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written Yes No

response, including the reinstatement date, if granted.

15. Specify the type of services or commodities your firm offers:

[Empty text box for services/commodities]

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? [Empty text box]

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with the City recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. Yes No

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No

23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No

Questions 24 - 27 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

24. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet

[Empty text box for similar contracts]

25. Has your firm completely inspected the project site(s) prior to submitting response? Yes No

26. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No

27. What equipment does your firm own that is available for this contract?

[Empty text box for equipment]

28. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or State registration.

[Empty text box for registration/licenses]

29. Firm has attached a current Certificate of Liability Insurance? Yes No

30. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Check one: Yes No

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional references may be requested by the City.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

32. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

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

NAME

Name:

Title:

Date:

7.8 E-VERIFY AFFIRMATION STATEMENT

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

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

Name:

Title:

Date:

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



SECTION 8.0
AGREEMENT No. 21-0XX-XX
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
(VENDOR NAME)

THIS AGREEMENT is made and entered into as of this ____ day of _____, **2021**, by and between **(Vendor Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Vendor Address)** (hereinafter referred to as the "CONTRACTOR"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Request for Proposal (RFP) No. 20-0XX-XX (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional one (1) year terms.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

SECTION 2. PROMPT PAYMENT ACT.

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized

overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **City Manager's Office**
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR: **VENDOR NAME**
Attn: _____
Vendor Address _____
Telephone No. (____) ____ - ____
Email: _____

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONSULTANT and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither arty hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the

performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.

9.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 10. PUBLIC RECORDS/CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all

provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

10.2 CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR. **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) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: ANDRISE BERNARD CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

SECTION 11. SOVEREIGN IMMUNITY.

11.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 12. ORDER OF PRECEDENCE

12.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFP, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFP, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 13. CONFIDENTIAL INFORMATION

13.1 The CONTRACTOR agrees that any information received by the CONTRACTOR for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 14. STANDARDS AND PROPOER DECORUM

14.1 The City promotes and expects a high standard of ethics and professional conduct in all City employees. The CONTRACTOR shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the City. A full copy of the Standards and Proper Decorum Policy #74 will be provided to the CONTRACTOR.

SECTION 15 ASSIGNMENT AND SUBCONTRACTING

15.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated or subcontracted by the CONTRACTOR without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement. The City may assign its rights, together with its obligations hereunder.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2021.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

Signature

City Manager

Name

Date

Title

Approved as to form and legal sufficiency:

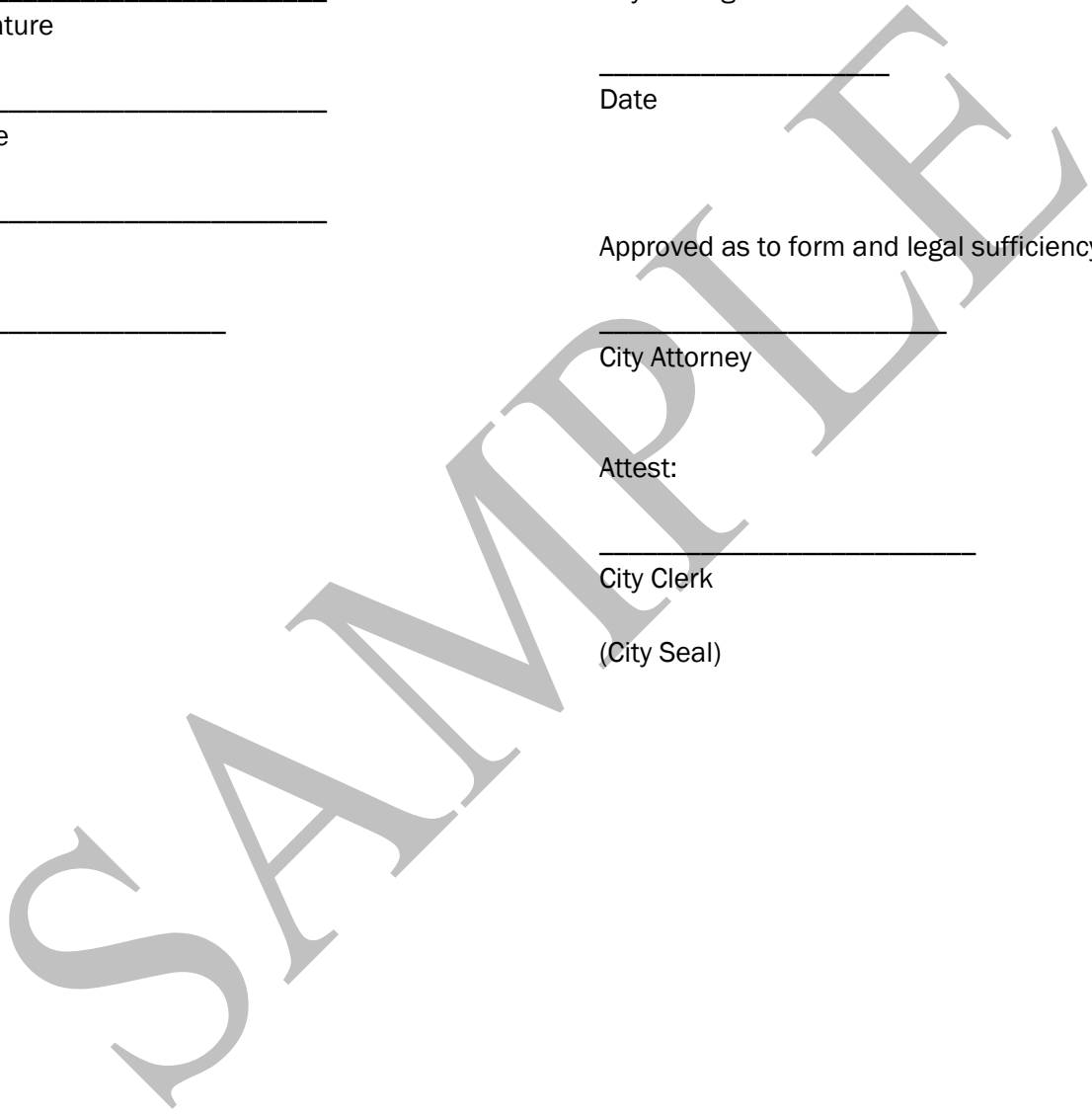
Date

City Attorney

Attest:

City Clerk

(City Seal)



A. DEBRIS REMOVAL, PROCESSING AND DISPOSAL

TABULATION

ITEM	DESCRIPTION	UNIT	Ashbritt, Inc.	Arbor Tree & Land Disaster Recovery (ATL)	Bergeron Emergency Services, Inc.	Ceres Environmental Services, Inc.	Crowder Gulf Joint Venture, Inc.	DRC Emergency Services, LLC	Grubbs Emergency Services, LLC	Tag Grinding Services, Inc.
1	Vegetative debris removal from public property (right-of-way) and hauling to TDSR within the City limits of the City of North Miami Beach	CY	\$ 7.00	\$ 11.00	\$ 6.75	\$ 8.48	\$ 9.75	\$ 6.98	\$ 7.50	\$ 8.50
2	Vegetative debris removal from public property (right-of-way) and hauling to TDSR outside the City limits of the City of North Miami Beach, supplemental charge to be added to 2. above	CY	\$ 1.70	\$ 2.00	\$ 1.75	\$ 0.75	\$ 10.75	\$ 1.00	\$ 3.00	\$ 0.50
3	Vegetative debris removal from TDSR and hauling to final disposal site within Miami-Dade County	CY	\$ 4.25	\$ 6.00	\$ 4.50	\$ 4.48	\$ 4.75	\$ 3.43	\$ 3.50	\$ 4.50
4	Vegetative debris removal from public property (right-of-way) and hauling to final disposal site within Miami-Dade County	CY	\$ 8.25	\$ 10.00	\$ 7.05	\$ 9.28	\$ 12.00	\$ 7.98	\$ 8.50	\$ 8.50
5	C&D debris removal from public property (right-of-way) and hauling to TDSR within the City limits of the City of North Miami Beach	CY	\$ 7.25	\$ 11.00	\$ 6.75	\$ 7.38	\$ 9.75	\$ 7.73	\$ 7.50	\$ 8.50
6	C&D debris removal from public property (right-of-way) and hauling to TDSR outside the City limits of the City of North Miami Beach, supplemental charge to be added to 2. above	CY	\$ 1.70	\$ 2.00	\$ 1.75	\$ 0.75	\$ 10.75	\$ 1.00	\$ 3.00	\$ 0.50
7	C&D debris removal from TDSR and hauling to final disposal site within Miami-Dade County	CY	\$ 4.25	\$ 6.50	\$ 4.50	\$ 4.48	\$ 5.00	\$ 3.43	\$ 4.00	\$ 4.50
8	C&D debris removal from public property (right-of-way) and hauling to final disposal site within Miami-Dade County	CY	\$ 8.25	\$ 15.00	\$ 7.05	\$ 9.18	\$ 12.00	\$ 8.73	\$ 8.50	\$ 9.00
9	Debris site management – preparation, management and segregating debris at TDSR	CY	\$ 1.95	\$ 0.50	\$ 1.00	\$ 1.95	\$ 1.00	\$ 0.60	\$ 1.00	\$ 1.00
10	Processing (grinding) of vegetative debris at TDSR	CY	\$ 2.00	\$ 3.00	\$ 2.00	\$ 2.88	\$ 2.70	\$ 2.75	\$ 1.75	\$ 2.00
11	Processing (burning) of vegetative debris at TDSR	CY	\$ 1.50	\$ 1.00	\$ 1.75	\$ 0.98	\$ 2.00	\$ 2.45	\$ 0.75	\$ 1.35
12	Pick up and haul of white goods	EACH	\$ 65.00	\$ 60.00	\$ 120.00	\$ 38.00	\$ 30.00	\$ 65.00	\$ 5.00	\$ 28.00
13	Pick up and disposal of hazardous material	LB	\$ 31.25	\$ 12.50	\$ 350.00	\$ 8.48	\$ 5.00	\$ 9.95	\$ 10.00	\$ 15.00
14	Dead animal collection, transportation, and disposal	LB	\$ 4.25	\$ 1.50	\$ 5.00	\$ 0.98	\$ 0.50	\$ 4.95	\$ 5.00	\$ 0.65
15	Hazardous tree removal and hauling to disposal site, 6 inch diameter to 11.99 inch diameter	PER TREE	\$ 159.00	\$ 200.00	\$ -	\$ 75.00	\$ 30.00	\$ 55.00	\$ 5.00	\$ 125.00
16	Hazardous tree removal and hauling to disposal site, 12 inch diameter to 23.99 inch diameter	PER TREE	\$ 270.00	\$ 200.00	\$ -	\$ 145.00	\$ 140.00	\$ 110.00	\$ 20.00	\$ 225.00
17	Hazardous tree removal and hauling to disposal site, 24 inch diameter to 47.99 inch diameter	PER TREE	\$ 670.00	\$ 300.00	\$ 200.00	\$ 195.00	\$ 300.00	\$ 250.00	\$ 25.00	\$ 350.00
18	Hazardous tree removal and hauling to disposal site, 48 inch diameter and greater	PER TREE	\$ 1,450.00	\$ 500.00	\$ 300.00	\$ 245.00	\$ 400.00	\$ 360.00	\$ 50.00	\$ 450.00
19	Hazardous stump removal and hauling to disposal site, >24 inch diameter to 35.99 inch diameter	PER STUMP	\$ 125.00	\$ 125.00	\$ 250.00	\$ 180.00	\$ 180.00	\$ 200.00	\$ 5.00	\$ 250.00
20	Hazardous stump removal and hauling to disposal site, 36 inch diameter to 47.99 inch diameter	PER STUMP	\$ 275.00	\$ 225.00	\$ 350.00	\$ 260.00	\$ 300.00	\$ 350.00	\$ 100.00	\$ 350.00
21	Hazardous stump removal and hauling to disposal site, 48 inch diameter and greater	PER STUMP	\$ 375.00	\$ 375.00	\$ 450.00	\$ 453.12	\$ 400.00	\$ 450.00	\$ 125.00	\$ 450.00
22	Hazardous limbs >2 inch in diameter at point of break	PER TREE	\$ 95.00	\$ 150.00	\$ 50.00	\$ 94.00	\$ 75.00	\$ 70.00	\$ 35.00	\$ 58.00
23	Demolition of structures	CY	\$ 15.50	\$ 35.00	\$ 20.00	\$ **11.26	\$ 19.00	\$ 22.62	\$ 10.00	\$ 48.00
24	Disaster event generated hazardous waste abatement; biohazardous waste abatement	LB	\$ 330.00	\$ 90.00	\$ 350.00	\$ 12.98	\$ 4.00	\$ 12.95	\$ 20.00	\$ 55.00
25	Tipping fees to be reimbursed to contractor by City at actual cost	COST REIMBURSEMENT	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

** - See Comments Page

TABULATION

B. EQUIPMENT

ITEM	DESCRIPTION	UNIT	Ashbritt, Inc.	Land Disaster Recovery (ATL)	Bergeron Emergency Services, Inc.	Ceres Environmental Services, Inc.	Crowder Gulf Joint Venture, Inc.	Emergency Services, LLC	Emergency Services, LLC	Grinding Services, Inc.
1	JD 544, or equal, wheel loader with debris grapple	PER HOUR	\$ 71.34	\$ 140.00	\$ 120.00	\$ 138.00	\$ 110.00	\$ 95.00	\$ 120.00	\$ 75.00
2	JD 644, or equal, wheel loader with debris grapple	PER HOUR	\$ 89.79	\$ 150.00	\$ 135.00	\$ 148.00	\$ 120.00	\$ 105.00	\$ 130.00	\$ 85.00
3	Extendaboom, or equal, forklift with debris grapple	PER HOUR	\$ 36.90	\$ 50.00	\$ 110.00	\$ 81.00	\$ 100.00	\$ 45.00	\$ 150.00	\$ 65.00
4	753 Bobcat, or equal, skid steer loader with debris grapple	PER HOUR	\$ 71.34	\$ 85.00	\$ 110.00	\$ 81.00	\$ 60.00	\$ 45.00	\$ 60.00	\$ 55.00
5	753 Bobcat, or equal, skid steer loader with bucket	PER HOUR	\$ 57.81	\$ 85.00	\$ 110.00	\$ 76.00	\$ 50.00	\$ 45.00	\$ 60.00	\$ 55.00
6	753 Bobcat, or equal, skid steer loader with street sweeper	PER HOUR	\$ 71.34	\$ 85.00	\$ 110.00	\$ 85.00	\$ 65.00	\$ 45.00	\$ 60.00	\$ 50.00
7	30-50 HP farm tractor with box blade or rake	PER HOUR	\$ 43.05	\$ 65.00	\$ 60.00	\$ 85.00	\$ 50.00	\$ 35.00	\$ 50.00	\$ 55.00
8	Z-2 1/2 cu. yd. articulated loader with bucket	PER HOUR	\$ 98.40	\$ 160.00	\$ 120.00	\$ 94.52	\$ 110.00	\$ 125.00	\$ 60.00	\$ 75.00
9	3-4 cu. yd. articulated loader with bucket	PER HOUR	\$ 123.00	\$ 180.00	\$ 130.00	\$ 101.79	\$ 120.00	\$ 145.00	\$ 60.00	\$ 85.00
10	JD 648E, or equal, log skidder	PER HOUR	\$ 166.05	\$ 100.00	\$ 120.00	\$ 115.00	\$ 100.00	\$ 110.00	\$ 100.00	\$ 135.00
11	Caterpillar D4, or equal, dozer	PER HOUR	\$ 55.35	\$ 100.00	\$ 135.00	\$ 140.00	\$ 75.00	\$ 60.00	\$ 100.00	\$ 115.00
12	Caterpillar D6, or equal, dozer	PER HOUR	\$ 82.41	\$ 150.00	\$ 150.00	\$ 160.00	\$ 130.00	\$ 80.00	\$ 120.00	\$ 175.00
13	Caterpillar D8, or equal, dozer	PER HOUR	\$ 173.43	\$ 200.00	\$ 175.00	\$ 180.00	\$ 170.00	\$ 460.00	\$ 200.00	\$ 200.00
14	Caterpillar, or equal, 125-140 HP motor grader	PER HOUR	\$ 109.47	\$ 125.00	\$ 120.00	\$ 160.00	\$ 100.00	\$ 160.00	\$ 110.00	\$ 150.00
15	JD 690, or equal, trackhoe with debris grapple	PER HOUR	\$ 150.06	\$ 150.00	\$ 125.00	\$ 185.00	\$ 120.00	\$ 120.00	\$ 150.00	\$ 115.00
16	JD 690, or equal, trackhoe with bucket & thumb	PER HOUR	\$ 124.23	\$ 150.00	\$ 125.00	\$ 188.00	\$ 105.00	\$ 120.00	\$ 150.00	\$ 115.00
17	Rubber tire trackhoe with debris grapple	PER HOUR	\$ 116.85	\$ 150.00	\$ 135.00	\$ 188.00	\$ 120.00	\$ 120.00	\$ 150.00	\$ 95.00
18	JD 310, or equal, rubber tire backhoe with bucket & hoe	PER HOUR	\$ 45.51	\$ 95.00	\$ 100.00	\$ 126.00	\$ 65.00	\$ 120.00	\$ 90.00	\$ 65.00
19	Rubber tire excavator with debris grapple	PER HOUR	\$ 116.85	\$ 190.00	\$ 135.00	\$ 185.00	\$ 125.00	\$ 120.00	\$ 90.00	\$ 85.00
20	210 Prentiss, or equal, knuckleboom with debris grapple	PER HOUR	\$ 116.85	\$ 150.00	\$ 145.00	\$ 145.00	\$ 130.00	\$ 110.00	\$ 150.00	\$ 85.00
21	Caterpillar 623, or equal, self-loader scraper	PER HOUR	\$ 264.45	\$ 200.00	\$ 120.00	\$ 150.00	\$ 170.00	\$ 110.00	\$ 140.00	\$ 250.00
22	Hand fed debris chipper	PER HOUR	\$ 55.00	\$ 55.00	\$ 100.00	\$ 75.00	\$ 40.00	\$ 175.00	\$ 150.00	\$ 65.00
23	300-400 Tub grinder	PER HOUR	\$ 263.22	\$ 300.00	\$ 450.00	\$ 425.00	\$ 325.00	\$ 310.00	\$ 550.00	\$ 250.00
24	Diamond Z, or equal, 800-1,000 HP tub grinder	PER HOUR	\$ 290.28	\$ 800.00	\$ 550.00	\$ 575.00	\$ 500.00	\$ 610.00	\$ 550.00	\$ 550.00
25	30 Ton crane	PER HOUR	\$ 73.80	\$ 225.00	\$ 150.00	\$ 230.00	\$ 150.00	\$ 210.00	\$ 170.00	\$ 175.00
26	50 Ton crane	PER HOUR	\$ 146.37	\$ 250.00	\$ 175.00	\$ 350.00	\$ 170.00	\$ 310.00	\$ 200.00	\$ 250.00
27	100 Ton crane, with 8 hour minimum	PER HOUR	\$ 258.30	\$ 475.00	\$ 225.00	\$ 490.00	\$ 250.00	\$ 610.00	\$ 500.00	\$ 1,000.00
28	40-60' Bucket truck	PER HOUR	\$ 115.62	\$ 152.00	\$ 150.00	\$ 178.00	\$ 135.00	\$ 210.00	\$ 150.00	\$ 135.00
29	Service truck	PER HOUR	\$ 113.00	\$ -	\$ 100.00	\$ 95.00	\$ 60.00	\$ 45.00	\$ 100.00	\$ 65.00
30	Water truck	PER HOUR	\$ 62.73	\$ 100.00	\$ 100.00	\$ 88.00	\$ 70.00	\$ 45.00	\$ 100.00	\$ 65.00
31	Portable light plant	PER HOUR	\$ 100.00	\$ 40.00	\$ 40.00	\$ 31.00	\$ 19.00	\$ 85.00	\$ 110.00	\$ 55.00
32	Equipment transports	PER HOUR	\$ 65.00	\$ 140.00	\$ 90.00	\$ 125.00	\$ 100.00	\$ 95.00	\$ 100.00	\$ 110.00
33	Pickup truck, unmanned	PER HOUR	\$ 138.99	\$ 15.00	\$ 35.00	\$ 16.00	\$ 14.00	\$ 20.00	\$ 50.00	\$ 45.00
34	Self-loading dump truck with knuckleboom and debris grapple	PER HOUR	\$ 116.85	\$ 175.00	\$ 150.00	\$ 194.00	\$ 135.00	\$ 110.00	\$ 140.00	\$ 125.00
35	Single axle dump truck, 5-12 cu. yd.	PER HOUR	\$ 25.83	\$ 55.00	\$ 55.00	\$ 81.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 65.00
36	Tandem dump truck, 16-20 cu. yd.	PER HOUR	\$ 30.75	\$ 80.00	\$ 65.00	\$ 83.00	\$ 63.00	\$ 100.00	\$ 100.00	\$ 75.00
37	Trailer dump truck, 24-40 cu. yd.	PER HOUR	\$ 55.35	\$ 90.00	\$ 75.00	\$ 85.00	\$ 72.00	\$ 120.00	\$ 100.00	\$ 95.00
38	Trailer dump truck, 41-60 cu. yd.	PER HOUR	\$ 76.26	\$ 120.00	\$ 85.00	\$ 88.00	\$ 90.00	\$ 130.00	\$ 105.00	\$ 125.00
39	Trailer dump truck, 61-80 cu. yd.	PER HOUR	\$ 107.50	\$ 160.00	\$ 95.00	\$ 92.00	\$ 110.00	\$ 140.00	\$ 115.00	\$ 135.00
40	Power screen	PER HOUR	\$ 102.00	\$ 150.00	\$ 150.00	\$ 87.00	\$ 160.00	\$ 135.00	\$ 220.00	\$ 135.00
41	Stacking conveyor	PER HOUR	\$ 27.00	\$ 50.00	\$ 60.00	\$ 18.00	\$ 40.00	\$ 185.00	\$ 150.00	\$ 45.00
42	Off road truck	PER HOUR	\$ 153.75	\$ 160.00	\$ 150.00	\$ 95.00	\$ 150.00	\$ 320.00	\$ 150.00	\$ 75.00

C. LABOR AND MATERIAL

TABULATION

ITEM	DESCRIPTION	UNIT	Ashbritt, Inc.	Arbor Tree & Land Disaster Recovery (ATL)	Bergeron Emergency Services, Inc.	Ceres Environmental Services, Inc.	Crowder Gulf Joint Venture, Inc.	DRC Emergency Services, LLC	Grubbs Emergency Services, LLC	Tag Grinding Services, Inc.
1	Operations Manager	PER HOUR	\$ 120.00	\$ 65.00	\$ 75.00	\$ 84.00	\$ 60.00	\$ 90.00	\$ 85.00	\$ 85.00
2	Superintendent with truck, phone and radio	PER HOUR	\$ 75.00	\$ 65.00	\$ 65.00	\$ 73.00	\$ 54.00	\$ 80.00	\$ 65.00	\$ 65.00
3	Foreman with truck, phone and radio	PER HOUR	\$ 50.00	\$ 65.00	\$ 55.00	\$ 58.00	\$ 48.00	\$ 70.00	\$ 55.00	\$ 55.00
4	Safety/quality control inspector with vehicle, phone and radio	PER HOUR	\$ 42.50	\$ 55.00	\$ 75.00	\$ 70.00	\$ 50.00	\$ 85.00	\$ 55.00	\$ 55.00
5	Inspector with vehicle, phone and radio	PER HOUR	\$ 42.50	\$ 55.00	\$ 55.00	\$ 70.00	\$ 32.00	\$ 75.00	\$ 75.00	\$ 55.00
6	Climber with gear	PER HOUR	\$ 85.00	\$ 90.00	\$ 90.00	\$ 85.00	\$ 90.00	\$ 90.00	\$ 95.00	\$ 135.00
7	Saw hand with chainsaw	PER HOUR	\$ 40.00	\$ 75.00	\$ 35.00	\$ 42.00	\$ 32.00	\$ 45.00	\$ 35.00	\$ 35.00
8	Laborers and flagmen	PER HOUR	\$ 30.00	\$ 50.00	\$ 31.00	\$ 34.00	\$ 28.00	\$ 37.00	\$ 31.00	\$ 30.00
9	Timekeeper	PER HOUR	\$ 30.00	\$ 50.00	\$ 45.00	\$ 34.00	\$ 35.00	\$ 37.00	\$ 31.00	\$ 26.00
10	HazMat professional	PER HOUR	\$ 145.00	\$ 75.00	\$ 150.00	\$ 34.00	\$ 180.00	\$ 85.00	\$ 125.00	\$ 65.00
11	Household HazMat inspection and removal crew	PER HOUR	\$ 70.00	\$ 95.00	\$ 300.00	\$ 84.00	\$ 110.00	\$ 145.00	\$ 200.00	\$ 275.00
12	FEMA public assistance manager	PER HOUR	\$ 125.00	\$ 40.00	\$ 150.00	\$ 70.00	\$ 130.00	\$ 65.00	\$ 55.00	\$ 65.00
13	FEMA documentation clerk	PER HOUR	\$ 55.00	\$ 40.00	\$ 75.00	\$ 36.00	\$ 50.00	\$ 40.00	\$ 45.00	\$ 30.00
14	Community assistance/hot line operators	PER HOUR	\$ 30.00	\$ 40.00	\$ 65.00	\$ 32.00	\$ 35.00	\$ 37.00	\$ 50.00	\$ 25.00
15	Contract Manager/HazMat supervisor	PER HOUR	\$ 95.00	\$ 95.00	\$ 75.00	\$ 65.00	\$ 150.00	\$ 85.00	\$ 150.00	\$ 85.00
16	Contract Manager/HazMat supervisor overtime	PER HOUR	\$ 142.50	\$ 95.00	\$ 112.00	\$ 97.50	\$ 75.00	\$ 127.50	\$ 150.00	\$ 137.50
17	Field logistician/HazMat technician	PER HOUR	\$ 80.00	\$ 95.00	\$ 50.00	\$ 48.00	\$ 90.00	\$ 85.00	\$ 145.00	\$ 65.00
18	Field logistician/HazMat technician overtime	PER HOUR	\$ 120.00	\$ 95.00	\$ 75.00	\$ 96.00	\$ 45.00	\$ 127.50	\$ 145.00	\$ 97.50
19	Resources technician	PER HOUR	\$ 70.00	\$ 95.00	\$ 65.00	\$ 34.00	\$ 50.00	\$ 65.00	\$ 50.00	\$ 55.00

TABULATION

D. EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

ITEM	DESCRIPTION	Ashbritt, Inc.		ATL - Arbor Tree & Land Disaster Recovery		Bergeron Emergency Services, Inc.		Ceres Environmental Services, Inc.		Crowder Gulf Joint Venture, Inc.		DRC Emergency Services, LLC		Grubbs Emergency Services, LLC		Tag Grinding Services, Inc.	
		COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK	COST PER DAY (24 HRS)	COST PER DAY/ PER WEEK
1	10 KW Generator	\$ 221.67	\$ 95.00	\$ 133.00	\$ 332.00	\$ 140.00	\$ 980.00	\$ 425.03	\$ 2,975.21	\$ 130.00	\$ 900.00	\$ 270.00	\$ 162.00	\$ 165.00	\$ 490.00	\$ 480.00	\$ 2,800.00
2	15 KW Generator	\$ 221.67	\$ 95.00	\$ 133.00	\$ 332.00	\$ 155.00	\$ 1,085.00	\$ 472.62	\$ 3,308.34	\$ 140.00	\$ 980.00	\$ 290.00	\$ 174.00	\$ 205.00	\$ 555.00	\$ 535.00	\$ 3,450.00
3	25 KW Generator	\$ 317.33	\$ 136.00	\$ 164.00	\$ 424.00	\$ 240.00	\$ 1,680.00	\$ 500.00	\$ 3,500.00	\$ 160.00	\$ 1,101.00	\$ 340.00	\$ 204.00	\$ 250.00	\$ 620.00	\$ 720.00	\$ 4,750.00
4	50 KW Generator	\$ 490.00	\$ 210.00	\$ 214.00	\$ 532.00	\$ 370.00	\$ 2,590.00	\$ 865.19	\$ 6,056.33	\$ 220.00	\$ 1,500.00	\$ 400.00	\$ 240.00	\$ 321.00	\$ 780.00	\$ 1,000.00	\$ 6,200.00
5	75 KW Generator	\$ 606.67	\$ 260.00	\$ 277.00	\$ 655.00	\$ 435.00	\$ 3,045.00	\$ 1,025.85	\$ 7,180.95	\$ 230.00	\$ 1,602.00	\$ 440.00	\$ 264.00	\$ 460.00	\$ 990.00	\$ 1,200.00	\$ 7,300.00
6	100 KW Generator	\$ 723.33	\$ 310.00	\$ 277.00	\$ 655.00	\$ 450.00	\$ 3,150.00	\$ 1,480.86	\$ 10,366.02	\$ 280.00	\$ 1,978.00	\$ 480.00	\$ 288.00	\$ 515.00	\$ 1,215.00	\$ 1,800.00	\$ 10,500.00
7	175 KW Generator	\$ 1,050.00	\$ 450.00	\$ 343.00	\$ 910.00	\$ 665.00	\$ 4,655.00	\$ 2,344.13	\$ 16,408.91	\$ 370.00	\$ 3,578.00	\$ 970.00	\$ 582.00	\$ 640.00	\$ 1,690.00	\$ 2,600.00	\$ 15,000.00
8	250 KW Generator	\$ 1,306.67	\$ 560.00	\$ 442.00	\$ 1,127.00	\$ 875.00	\$ 6,125.00	\$ 3,243.43	\$ 22,704.01	\$ 505.00	\$ 3,529.00	\$ 1,380.00	\$ 828.00	\$ 800.00	\$ 2,112.00	\$ 3,000.00	\$ 18,000.00
9	300 KW Generator	\$ 1,493.33	\$ 640.00	\$ 501.00	\$ 1,215.00	\$ 990.00	\$ 6,930.00	\$ 4,104.49	\$ 28,731.43	\$ 550.00	\$ 3,850.00	\$ 1,960.00	\$ 1,176.00	\$ 960.00	\$ 2,535.00	\$ 3,250.00	\$ 19,500.00
10	350 KW Generator	\$ 1,820.00	\$ 780.00	\$ 616.00	\$ 1,540.00	\$ 1,050.00	\$ 7,350.00	\$ 6,337.20	\$ 44,360.40	\$ 600.00	\$ 4,200.00	\$ 2,170.00	\$ 1,302.00	\$ 1,280.00	\$ 5,070.00	\$ 3,600.00	\$ 21,250.00
11	500 KW Generator	\$ 2,333.33	\$ 1,000.00	\$ 826.00	\$ 2,002.00	\$ 1,300.00	\$ 1,300.00	\$ 8,182.48	\$ 57,347.36	\$ 875.00	\$ 6,117.00	\$ 2,450.00	\$ 1,470.00	\$ 1,500.00	\$ 6,500.00	\$ 4,200.00	\$ 27,000.00
12	750 KW Generator	\$ 2,800.00	\$ 1,200.00	\$ 1,274.00	\$ 3,080.00	\$ 1,700.00	\$ 1,700.00	\$ 9,554.77	\$ 66,883.39	\$ 1,345.00	\$ 9,411.00	\$ 3,200.00	\$ 1,920.00	\$ 1,800.00	\$ 6,800.00	\$ 6,800.00	\$ 42,000.00
13	800 KW Generator	\$ 2,986.67	\$ 1,280.00	\$ 1,667.00	\$ 4,162.00	\$ 2,050.00	\$ 2,050.00	\$ 12,000.00	\$ 84,000.00	\$ 1,430.00	\$ 10,000.00	\$ 3,600.00	\$ 2,160.00	\$ 2,100.00	\$ 7,200.00	\$ 7,080.00	\$ 48,250.00
14	1000 KW Generator	\$ 3,733.33	\$ 1,600.00	\$ 1,667.00	\$ 4,162.00	\$ 2,050.00	\$ 2,200.00	\$ 12,662.30	\$ 88,636.10	\$ 1,738.00	\$ 12,164.00	\$ 4,640.00	\$ 2,784.00	\$ 2,600.00	\$ 7,700.00	\$ 8,400.00	\$ 56,000.00
15	1250 KW Generator	\$ 4,666.67	\$ 2,000.00	\$ 2,093.00	\$ 5,236.00	\$ 2,200.00	\$ 2,300.00	\$ 15,000.00	\$ 105,000.00	\$ 1,929.00	\$ 13,500.00	\$ 6,670.00	\$ 4,002.00	\$ 3,100.00	\$ 8,200.00	\$ 8,850.00	\$ 58,250.00
16	1500 KW Generator	\$ 5,600.00	\$ 2,400.00	\$ 2,093.00	\$ 5,236.00	\$ 3,000.00	\$ 3,000.00	\$ 18,175.86	\$ 127,231.02	\$ 2,286.00	\$ 16,000.00	\$ 7,060.00	\$ 4,236.00	\$ 3,600.00	\$ 8,800.00	\$ 9,000.00	\$ 60,500.00
17	1750 KW Generator	\$ 6,066.67	\$ 2,600.00	\$ 2,300.00	\$ 6,300.00	\$ 3,550.00	\$ 3,550.00	\$ 22,864.11	\$ 160,048.77	\$ 2,500.00	\$ 17,500.00	\$ 9,500.00	\$ 5,700.00	\$ 3,900.00	\$ 9,100.00	\$ 11,000.00	\$ 69,000.00
18	Tails	\$ 15.00	\$ 3.50	\$ 13.00	\$ 39.00	\$ 1,000.00	\$ 100.00	\$ 16.00	\$ 112.00	\$ 10.00	\$ 70.00	\$ 35.00	\$ 35.00	\$ 200.00	\$ 1,200.00	\$ -	\$ -
19	Cables (400 amp) 50 ft	\$ 50.00	\$ 10.00	\$ 21.00	\$ 58.00	\$ 2,500.00	\$ 2,500.00	\$ 28.00	\$ 196.00	\$ 15.00	\$ 100.00	\$ 35.00	\$ 35.00	\$ 350.00	\$ 1,500.00	\$ -	\$ -

Disaster Debris Removal and Disposal Services

TABULATION

E. OPTIONAL SERVICES

ITEM	DESCRIPTION	UNIT	Ashbritt, Inc.	Arbor Tree & Land Disaster Recovery (ATL)	Bergeron Emergency Services, Inc.	Ceres Environmental Services, Inc.	Crowder Gulf Joint Venture, Inc.	DRC Emergency Services, LLC	Grubbs Emergency Services, LLC	Tag Grinding Services, Inc.
1	Debris removal from lakes and canals	CY	\$ 42.50	\$ 37.00	\$ 25.00	\$ 34.58	\$ 40.00	\$ 21.50	\$ 25.00	\$ 35.00
2	Restoration of canal banks and slopes	LF	\$ 100.00	\$ 27.00	\$ 7.50	\$ 15.98	\$ 8.00	\$ 12.86	\$ 10.00	\$ 35.00
3	Removal of motor vehicles including towing, processing and disposal	Per Vehicle	\$ 290.00	\$ 200.00	\$ 400.00	\$ 218.00	\$ 300.00	\$ 295.00	\$ 200.00	\$ 175.00
4	Removal of boats including towing, processing and disposal	Per LF of vessel	\$ 365.00	\$ 100.00	\$ 1,500.00	\$ 75.00	\$ 30.00	\$ 175.00	\$ 10.00	\$ 22.50
5	Provision of emergency potable water	GAL	\$ 3.00	\$ 3.00	\$ 4.50	\$ 1.98	\$ 1.90	\$ 4.75	\$ 2.00	\$ 0.50
6	Provision of emergency ice	LB	\$ 0.49	\$ 0.30	\$ 2.75	\$ 0.85	\$ 0.30	\$ 2.50	\$ 1.00	\$ 0.25
7	Temporary bathrooms / port-o-lets	PER UNIT/PER WEEK	\$ 275.00	\$ 100.00	\$75 Per unit \$525 per wk	\$ 175.00	\$ 110.00	\$ 85.00	\$ 1,000.00	\$ 150.00
8	Provision of temporary satellite phones	PER PHONE/PER DAY	\$ 20.00	\$ 175.00	\$350 Per Phone \$8,400 Per Day	\$ 195.00	\$ 100.00	\$ **35	\$ 20.00	\$ 45.00
9	Sewer, culvert and catch basin cleaning including transportation and disposal	CY	\$ 1,500.00	\$ 195.00	\$ 35.00	\$ 38.00	\$ 30.00	\$ 49.86	\$ 50.00	\$ 35.00

****NOTES:**

Section A - # G23 - ** The demolition of structures price is to demolish non-RACM Structures and place debris at ROW to be hauled under the appropriate C&D unit price line items. A price for demolition of RACM structures can be provided upon request. (Ceres)

Section E - # 18 ** An additional price of \$2.00 per minute and set up fee applies. (DRC Emergency Services)

Question and Answers for Bid #RFP-21-024-MC - Disaster Debris Removal and Hauling

Overall Bid Questions

Question 1

There is a zoom prebid conference scheduled on May 12. What is the zoom meeting join information? Thanks,

(Submitted: Apr 28, 2021 11:18:52 AM EDT)

Answer

- Join Zoom Meeting

<https://us02web.zoom.us/j/8235709045?pwd=a0VGR0FqbmlIVElSaisxWEVQaVp0UT09>

Meeting ID: 823 570 9045

Passcode: 2kV5Tg (Answered: Apr 29, 2021 12:22:35 PM EDT)

Question 2

Is the City requiring a General Contractors license for this project? (Submitted: Apr 28, 2021 4:47:37 PM EDT)

Answer

- A General Contractor's license is not a requirement. (Answered: Apr 29, 2021 12:33:17 PM EDT)

Question 3

Is there past pricing or bid tab available for this project? (Submitted: May 6, 2021 2:23:11 PM EDT)

Answer

- Yes. Past pricing and bid tab has been added (Answered: May 6, 2021 4:26:17 PM EDT)

Question 4

Page 28, section 2.20 states that a payment and performance bond is due within 3 calendar days of a written notice of intent to award by City. That is a hard cost to provide for a contract that may not be activated. Would the City consider changing the payment and performance bond to be due immediately upon notice to proceed?

(Submitted: May 12, 2021 12:08:16 PM EDT)

Answer

- Yes. Section 2.20 will be amended. A Performance and Payment Bond in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, will be required within three (3) calendar days of a written Notice of Intent to Proceed by City.

A letter from your bonding company that verifies you can comply with this requirement and the maximum amount in which your firm can be bonded must be included with your bid. The City will not waive this requirement. (Answered: May 12, 2021 12:44:29 PM EDT)

Question 5

Is there a bid bond for this contract? (Submitted: May 12, 2021 12:08:37 PM EDT)

Answer

- There is no bid bond. (Answered: May 12, 2021 12:44:29 PM EDT)

Question 6

Please confirm this is an online submittal through Periscope and that no hard copy of the proposal is required. (Submitted: May 17, 2021 3:15:13 PM EDT)

Answer

- All documents should be completed online. The documents may be uploaded and submitted via Periscope. (Answered: May 17, 2021 3:53:00 PM EDT)

Question 7

The RFP asks for financial statements in a separate envelope. Is this required physically? If not, please confirm it is to be uploaded separately. (Submitted: May 17, 2021 3:15:52 PM EDT)

Answer

- Financial forms should be uploaded separately. (Answered: May 17, 2021 3:53:00 PM EDT)

Question 8

Per the RFP the Byrd Anti-Lobbying Certification is required. Is the City providing this form or should we provide our own? (Submitted: May 17, 2021 3:16:38 PM EDT)

Answer

- A Byrd Anti-Lobbying form will be included in the addendum that may be included in the proposers packet. (Answered: May 17, 2021 3:53:00 PM EDT)

Question 9

The RFP says not to upload filled out forms and to complete them on bidsync/Periscope instead. However, Attachments A-D are not online to fill in.

Are these to be filled in and uploaded? (Submitted: May 17, 2021 3:20:25 PM EDT)

Answer

- The forms should be downloaded, completed and uploaded with the proposal. (Answered: May 17, 2021 3:53:00 PM EDT)

Question 10

Attachment D lists different job titles. Many of these positions will be filled by multiple people during an activation. Can we write in our management personnel instead? (Submitted: May 17, 2021 3:32:17 PM EDT)

Answer

- Include employees that are currently employed and available to complete the Scope of Services for this RFP. (Answered: May 17, 2021 3:55:32 PM EDT)

