

Southwest Ranches Town Council
Mayor Steve Breitkreuz
Vice Mayor Bob Hartmann
David S. Kuczenski
Jim Allbritton
Gary Jablonski



Town Administrator
Russell Muñiz

REQUEST FOR PROPOSALS (RFP)

Town of Southwest Ranches
is seeking proposals for:

RFP No.:	25-10
Title:	Disaster Debris Management and Emergency Logistical Services
Advertised/Issued:	Thursday, February 27, 2025
Non-Mandatory Pre-Proposal Conference:	11:00 am on Wednesday, March 12, 2025 Town of Southwest Ranches – Grand Oak Conference Room 13400 Griffin Road, Southwest Ranches, FL 33330
Response Due Date:	11:00 am on Wednesday, April 02, 2025
Submit To:	Town of Southwest Ranches – Procurement ATTN: Christina Semeraro, Procurement Officer 13400 Griffin Road, Southwest Ranches, FL 33330
Number of copies:	Proposer shall submit one (1) Original and Three (3) hard copies of complete proposals with one (1) Electronic copy (USB flash drive) in a sealed envelope. See Section 1.5 for submission instructions.
Bonds:	Reference requirements stated herein.

CAUTION

Amendments to this Request for Proposals will be posted on the Town of Southwest Ranches Procurement Department's website page, which can be accessed at <https://www.southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

The Town shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED
IN AN ALTERNATIVE FORMAT.

REQUEST FOR PROPOSALS (RFP)

ALL INTERESTED PARTIES:

The Town of Southwest Ranches, Florida, hereinafter referred to as the “Town”, will receive Proposals in a sealed envelope clearly marked in response to this Request for Proposal (RFP) together with the information and documents required and as referenced herein and any other information relative to the experience, expertise or proficiency of the Proposer until **11:00 a.m., local time, and opened on Wednesday, April 02, 2025**, for furnishing the services described below:

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To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement web page which can be accessed at:

<http://www.southwesteranches.org/procurement>

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project may also be available on <https://www.demandstar.com>. Contractors may download and print the Proposal documents or contact the Procurement Officer, Christina Semeraro at (954) 434-0008, or via email at csemeraro@swranches.org.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

Proposer shall submit three (3) hard copies of complete proposals with one electronic PDF copy (USB) in a sealed envelope clearly marked “RFP No. 25-10 Disaster Debris Removal and Emergency Logistical Services” to Town Hall – 13400 Griffin Road, Southwest Ranches, FL 33330. A public opening will take place at **11:00 a.m., local time, on Wednesday, April 02, 2025** in the TOWN’s main conference room located at Town Hall on the same date. Facsimile submittals will not be accepted. Any responses to this RFP received after **11:00 a.m. local time on Wednesday, April 02, 2025**, will NOT be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

The Town reserves the right to reject any or all responses to this RFP, to waive any or all non-material irregularities and technicalities, to re-advertise, with or without changes in the scope of work, to award a contract in whole or in part, or to take any other such actions that may be deemed to be in the best interests of the Town. The Town may, in its sole discretion, modify the insurance requirement to the extent deemed necessary or commercially reasonable.

SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Procurement Officer (“Officer”). The Officer is the *sole* point of contact concerning this RFP. All communications regarding this RFP must be done through the Officer (*See* Section 1.7, Contact Person).

1.2 PURPOSE AND EXPECTATIONS

The Town of Southwest Ranches is seeking a highly qualified, experienced, and licensed Disaster and Debris Management Contractor (DMC) to provide Emergency Debris Removal and Emergency Logistical Services in accordance with the terms, conditions, and specifications of this Request for Proposals (RFP). The selected DMC will play a critical role in protecting the health, safety, and welfare of the community during disaster events.

The Town expects the DMC to leverage its professional expertise, training, and experience to ensure full compliance with the Stafford Act, Federal Emergency Management Agency (FEMA) procedures, and all applicable regulations established by governmental agencies and insurance companies. The DMC shall be responsible for representing the Town's interests and performing all work in compliance with these regulations to ensure maximum financial recovery. The employees of the Town of Southwest Ranches serve a population of approximately 8,000 residents.

The Town has approximately 20 established positions consisting of leadership, professional, and administrative support job classifications.

The awarded Contractor is expected to demonstrate a proven track record of successfully completing services as specified in this solicitation, with routine engagement in performing such services. The Contractor must be properly and legally licensed to perform the required work and must have no conflict of interest related to any other work conducted for the Town of Southwest Ranches.

The Contractor must possess the capacity to effectively manage a large and diverse workforce, including multiple subcontractors, while covering all expenses associated with major recovery operations prior to the initial payment and between subsequent payments. Additionally, the Contractor must provide the necessary bonds and insurance as required.

The awarded Contractor must maintain an established management team with experienced personnel, an extensive network of resources for deploying necessary equipment and staff, and comprehensive debris removal and volume reduction operations plans. Demonstrated experience in managing major disaster recovery projects is essential. Active involvement or certification with disaster preparedness agencies is highly desirable, including but not limited to the following as applicable:

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- NIMS certification
- FEMA Region IV
- FEMA National Advisory Council
- FEMA National Training Programs (NTP)
- FEMA Center for Domestic Preparedness (CDP)
- FEMA Emergency Management Institute (EMI)
- Florida Division of Emergency Management (FDEM)
- Florida State Emergency Response Team (SERT)
- Florida Governor's Hurricane Conference
- Broward County Emergency Management Division

The Contractor is expected to possess expertise and experience in Federal Emergency Management Agency (FEMA) and insurance reimbursement rules and procedures. Additionally, the Contractor must remain knowledgeable of federal, state, and local environmental regulations and permitting requirements.

It is the responsibility of the awarded Contractor to stay up-to-date with all applicable FEMA guidelines, policies, and regulations. The Contractor must provide guidance to the Town throughout the entire recovery process to ensure compliance and maximize financial recovery for the Town.

1.3 MINIMUM QUALIFICATIONS OF PROPOSERS

Qualified firms shall meet the following Minimum Qualifications in order to be responsive to this solicitation:

- A. Proposer is properly and legally licensed to perform Disaster Debris Removal Services.
- B. Proposer currently has a minimum of three (3) full-service Disaster Debris Removal term contracts in place in which the Proposer is the Primary Contractor in at least one (1) of the contracts.
- C. Proposer has experience simultaneously operating a minimum of three (3) Temporary Debris Management Sites (TDMS).
- D. Proposer must show its qualifications in the handling of hazardous materials and household hazardous waste.
- E. The Proposer shall demonstrate through a Letter of Bondability their capacity to post a Payment and Performance Bond for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this contract and on any/or all duly authorized modifications hereof.

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1.4 TIMETABLE

The anticipated schedule and deadline for this RFP and award is as follows*:

Activity	Date, Time and Location
RFP available for download on website	On or about Thursday, February 27, 2025, at: https://www.southwestranches.org/procurement
Non-Mandatory Pre-Proposal Conference	Wednesday, March 12, 2025, at 11:00 a.m. local time
Deadline for Written Comments/Questions	Thursday, March 20, 2025, at 5:00 p.m. local time
Response to Written Comments/Questions	Wednesday, March 26, 2025, at 2:00 p.m. local time
Deadline for Submission of Proposals	Wednesday, April 2, 2025, at 11:00 a.m. local time at Town Hall – 13400 Griffin Road
Public Opening	Wednesday, April 2, 2025, at 11:00 a.m. local time
Selection Committee meeting(s) and Oral Presentations (if necessary)	April 14-30, 2025
Town Council Award	Thursday, May 8, 2025

*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers online via the Town website.

1.5 PROPOSAL SUBMISSION

It is anticipated that sealed proposals will be opened at 11:00 a.m. at Town Hall on Wednesday, April 2, 2025.

Proposer shall submit three (3) copies of complete proposals with one electronic PDF Copy (USB) in a sealed envelope clearly marked “RFP No. 25-10 Disaster Debris Removal and Emergency Logistical Services” to Town Hall – 13400 Griffin Road, Southwest Ranches, FL 33330. no later than 11:00 a.m. local time on Wednesday, April 2, 2025. The required Proposal Response Forms included herein must be signed by an officer of the proposing entity or an authorized person.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

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1.6 CONTACT PERSON

The individual designated as “Contact Person” for this RFP is:

Christina Semeraro, MPA, NIGP-CPP, CPPO, CPPB
Town Procurement Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-0008
Fax: (954) 434-1490
Email: csemeraro@swranches.org

1.7 PROCUREMENT CODE

Article IX of the Town’s Code of Ordinances (ORD 22-005) establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity, and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town. Furthermore, all procurement activities shall be conducted in accordance with Procurement Code Sec. 2-222. Code of Ethics and Conduct and Sec. 2-223 Conflict of interest to ensure transparency, fairness, and accountability in all purchasing decisions.

1.8 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or proposer and the Town Council members, the Town's professional staff, including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee and the procurement Contractor. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular

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proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

1.9 PUBLIC OPENING

A public opening of sealed Proposals, will take place on Wednesday, April 2, 2025, at 11:00 a.m. in Town Hall.

The identity of the Proposers shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Recommendation of award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.10 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via e-mail, or U.S. Mail no later than Thursday, March 20, 2025, at 5:00 p.m. local time, to the address listed in this RFP Timetable (*See* Section 1.5) or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the RFP number, proposer's name, address, phone number, and e-mail address.

Changes to this RFP, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RFP or in any amendment to this RFP. Where there appears to be a conflict between this RFP and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFP will be posted on the Town of Southwest Ranches website which can be accessed at <https://southwestranches.org/procurement/>.

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or received directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.6), that proposer has received all amendments to this RFP prior to the submission of its proposal.

Proposers should not rely on any oral representations, statements, or explanations other than those made by this RFP or a formal amendment to RFP.

1.11 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RFP, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall

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have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be knowledgeable of the terms and conditions of RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

1.12 NOTICE TO PROCEED

Proposer shall be instructed to commence work by written instructions by the Town Administrator or his designee by issuance of a Notice to Proceed. The Notice(s) to Proceed will not be issued until proposer submits to the Town all required bonds, insurance certificates and/or other documents and after execution of the Contract by both parties.

Proposer shall furnish sufficient forces and equipment and shall work such hours, including overtime operations, as may be necessary to timely perform the work in accordance with the Agreement. If proposer falls behind the progress schedule, Proposer shall take such steps as may be necessary to improve its progress by increasing the number of shifts, overtime operations, and days of work as may be required, at no additional cost to the Town.

SECTION 2

TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

2.2 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.4). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals (*See* Section 1.5). After the opening of Proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of ninety (90) day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.4) shall NOT be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next best value Proposer, or to re-advertise the project, in its sole discretion.

2.6 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance

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with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Bid Protests”). By responding to this RFP, the proposer agrees that the protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest a recommendation of award, by submitting a written protest with the required fee within five (5) business days after posting the Notice of Award Recommendation.

Protests must be submitted in writing, addressed to the Town Clerk at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.10 CONTRACT AWARD

The contract shall be awarded to the number one ranked firm which successfully negotiates a contract in accordance with the terms of this RFP and on terms that the Town determines is fair, reasonable, and competitive.

It is the intent of the Town to award a Primary, Secondary, and, if deemed necessary, a Tertiary Contractor for services to be provided under this proposal. The Primary Contractor shall be the initial firm mobilized by the Town. The Secondary Contractor will be utilized in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor is unavailable. The Tertiary Contractor may be engaged when both the Primary and Secondary Contractors are either unavailable or require further reinforcement due to the scale or complexity of the event. The Town of Southwest Ranches reserves the right to accept the Proposal as a whole or for any component thereof if it appears to be in the best interest of the Town.

The terms of the contract will be consistent with this RFP, the Town’s Procurement Code, and applicable law. The Selection/Negotiation Committee will negotiate a contract with the number one ranked firm. If negotiations with the number one ranked firm are not successful, then the Committee shall proceed to negotiate with the next ranked firm, unless there is an objection from the Town Council as set forth in the Procurement Code.

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The contract shall be prepared by the Town Attorney and ultimately subject to the approval of the Town Council.

2.11 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP, as Exhibit A. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.12 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.13 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.14 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP, or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent Contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.15 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations, and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RFP and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.16 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of

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Proposer or any one of its employees, subcontractors or agents, or anyone else for whose actions Proposer may be responsible.

2.17 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.18 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract awarded.

2.19 DEFAULT PROVISION

In case of default by Proposer, the Town may procure the articles or services from other sources and hold Proposer/Contractor responsible for any excess costs occasioned or incurred thereby.

2.20 GOVERNING LAW

The validity of this RFP and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form, which is attached to this RFP, as Exhibit A. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform, and Proposer shall have ten (10) days to cure such failure, or such shorter time as may be set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall

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be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information, in all or any portion, of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071, and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the Contract, if Proposer does not transfer the records to the Town.

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

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Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT EMAIL: DRUESGA@SOUTHWESTRANCHES.ORG; PHONE: (954) 434-0008; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

2.24 CONTRACT PROVISIONS (EXHIBIT "A")

Agreement

The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

Authorization to Sign

In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

2.25 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer (or his agents) or any person or subcontractor the Proposer utilizes in the completion of his contract as a result of the Proposal. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive or otherwise.

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The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies providing coverage which meets the requirements as outlined below:

2.26 WORKER'S COMPENSATION

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each accident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

2.27 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

Contractor shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.28 COMMERCIAL GENERAL LIABILITY:

Contractor shall carry Commercial General Liability Insurance with limits of not less than Two Million (\$2,000,000) per occurrence combined single limit for bodily injury and property damage, and not less than Two Million (\$2,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

2.29 PROFESSIONAL LIABILITY

If the Proposer is to provide professional services under this agreement, the Proposer must provide the Town with evidence of Professional Liability insurance with at a minimum of One Million \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Professional Liability/Errors & Omissions Coverage must be afforded for Wrongful Acts in an amount not less than One Million \$1,000,000 each claim and Two Million \$2,000,000

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aggregate. Contractor must keep the professional liability/errors and omissions insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the Town, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

2.30 WATERCRAFT LIABILITY (Protection and Indemnification) (if watercraft is utilized)

Coverage must be afforded in an amount not less than One Million \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired. Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

2.31 POLLUTION AND REMEDIATION OF LEGAL LIABILITY (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, Contractor shall procure and maintain any or all of the following coverages (which will be specifically addressed upon review of exposure): Contractors Pollution Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement. Asbestos Liability Coverage For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement. Hazardous Waste Transportation Coverage Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number. Disposal Coverage Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability insurance, covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim.

***All insurance policies shall name and endorse the following as “Additional Named Insureds”:**

TOWN OF SOUTHWEST RANCHES
Attn: Russell Muniz, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

***The additional named insured endorsement shall be reflected on the Certificate of Insurance.**

All insurance shall be issued by companies rated “A-” or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the

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responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers shall submit a list of claims presently outstanding and claims within the past five (5) years against their liability coverage. This information must be listed on the form provided.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.32 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.33 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Such actions 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.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Contract, disqualification, or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.34 DISCLOSURE OF OWNERSHIP INTEREST

The enclosed Disclosure of Ownership Interest Affidavit (“DOIA”) must be completed on behalf of any individual or business entity that seeks to do business with the Town, when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.35 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.36 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the enclosed Sworn Statement on Public Entity Crimes and submit it with its proposal.

2.37 NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior Town approval.

2.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Pursuant to the provisions of 287.05701, Florida Statutes, the Town does not request or consider a Contractor’s social, political, or ideological interests in making a responsibility determination.

2.39 PROHIBITION RELATED TO INDIVIDUALS IN THIS STATE WHO MAY BE UNAUTHORIZED ALIENS

Pursuant to the provisions of Chapter 2024-40, Laws of Florida, the Contractor shall attest that they are in compliance with Chapter 2024-40's requirements for E-Verify, reporting requirements and employing unauthorized aliens.

2.40 SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135: 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 been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. 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 Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

2.41 ANTI HUMAN TRAFFICKING

Pursuant to Florida Statute § 787.06(13): All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the Town, must have an officer or representative fully execute the corresponding affidavit herein.

SECTION 3 SPECIFICATIONS

3.1 PURPOSE

The Town is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris management firm, herein after referred to as Contractor or Debris Management Contractor (“DMC”), to provide services to the Town during disaster or emergency events. The Town also seeks to establish a comprehensive pricing menu for related logistical necessities.

Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall service the Town first and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the Town.

DMC may also be called upon throughout the year to render services to assist the Town with special needs and events other than full-scale disasters, as determined by the Town Administrator. The Town Administrator retains the right to obtain similar services from additional contractors.

Services may include, but not be limited to the following:

- A. Large-scale debris removal/hauling
- B. Debris separation, storage, processing, and disposal;
- C. Management and operation of Temporary Debris Management Sites (TDMS);
- D. Demolition of structures and demolition debris removal;
- E. Hazardous waste handling; hazardous limb and tree removal, stump grinding and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets, and rights-of-way; beach sand screening and replacement; emergency berm construction; provision of ice, water and generators; project management assistance; and assistance with Federal and State reporting and reimbursement efforts.
- F. Supply of logistical necessities to include equipment such as generators, chillers, canopies, etc. and consumables such as ice, potable water, bottled water, etc.

This RFP is solicited in accordance with Procurement Requirement for Federal grants as provided for in Title 2 Code of Federal Regulations (CFR) Part 200. Contractor must follow and comply with all applicable requirements in the execution of this agreement and must require and enforce compliance with all subcontractors. (See EXHIBIT A).

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools, and labor necessary to perform the duties described in the bid item. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and shall be pass-through costs to the Town without markup by the Contractor. Prices must be provided for all bid items or Proposer may be deemed non-responsive.

3.2 DEFINITIONS

- 3.2.1 **Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.
- 3.2.2 **Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)
- 3.2.3 **Contract Manager** means the Town's representative duly authorized by the Town Administrator to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.
- 3.2.4 **Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.
- 3.2.5 **Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.
- 3.2.6 **Debris Monitor** means the firm retained by the Town to monitor the DMC's activities pursuant to its contract with the Town and to ensure compliance with FEMA requirements.
- 3.2.7 **Drop-Off Site** means a site established for residents of the Town of Southwest Ranches to drop off debris.
- 3.2.8 **Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.
- 3.2.9 **Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the Town Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.
- 3.2.10 **Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement.
- 3.2.11 **FDEP** means the Florida Department of Environmental Protection.
- 3.2.12 **FDOT** means the Florida Department of Transportation.
- 3.2.13 **FEMA** means the Federal Emergency Management Administration.
- 3.2.14 **FFWC** means the Florida Fish and Wildlife Conservation Commission.
- 3.2.15 **FHWA** means the Federal Highway Administration.
- 3.2.16 **Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

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- 3.2.17 **Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.
- 3.2.18 **Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 3.2.19 **Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.
- 3.2.20 **Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.
- 3.2.21 **Notice to Proceed** means the written notice given by the Town Administrator (or designee) to the DMC of the date and time for work to start.
- 3.2.22 **NRCS** means Natural Resources Conservation Service.
- 3.2.23 **OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.
- 3.2.24 **Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.
- 3.2.25 **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.
- 3.2.26 **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.
- 3.2.27 **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

3.3 GENERAL REQUIREMENTS

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

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- 3.3.2 DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- 3.3.3 DMC shall disclose current debris management contractual obligations within the State of Florida with their proposal to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under resultant contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to the Town. The Town reserves the right to request this updated report from DMC for future contractual years. The expectation is that in the event of a disaster, DMC shall service the Town of Southwest Ranches first.
- 3.3.4 DMC shall provide a one-day annual training session for key Town personnel at no additional cost. Scheduling of said session shall be coordinated with the Town Administrator or designee.
- 3.3.5 DMC's Project Manager or a higherranking decision-making designee shall be physically present at the Town's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 3.3.6 DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The Town may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.
- 3.3.7 DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- 3.3.8 DMC shall provide the following annual services at the DMC's expense:
 - 3.3.8.1 DMC shall attend and participate in an annual meeting with the Town, usually held in May.
 - 3.3.8.2 DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the Town.
 - 3.3.8.3 Upon request, DMC shall annually review and visit, with Town staff, the TDMS(s) to be used during the coming year.
 - 3.3.8.4 DMC shall provide phone consultations and reference information to Town staff upon request.
- 3.3.9 DMC shall notify the Town within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in

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response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.

- 3.3.10 DMC shall be paid for any special tasks requested by the Town and as agreed to by DMC and the Town based on the hourly rate schedule contained herein.
- 3.3.11 To the extent required by applicable federal and state regulations, the Town must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the Town reasonably objects. DMC shall supply the Town, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the Town. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- 3.3.12 DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the Town and/or Broward County the first opportunity when awarding subcontracted work.

3.4 DEBRIS REMOVAL

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

- 3.4.1 **FEMA Compliance** – DMC shall work closely with the Town's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the Town.
- 3.4.2 **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the Town. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Section B and C on the **Price Schedule**. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- 3.4.3 **Debris Removal from Public Rights-of-Way** – As identified and directed by the Town, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Town rights-of-way and public property. DMC shall provide debris collection in a systematic manner according to Work Zones in accordance with advanced written authorization from the Contract Manager. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.
- 3.4.4 **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property

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other than rights-of-way, DMC, as directed by the Town, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Town. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall seek to obtain three (3) written quotes for such work, one of which may be from the assigned Contractor (in-house), and select a subcontractor upon approval by the Town's Contract Manager.

- 3.4.5 Stump Removal, Backfill and Haul** – The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items; to collect and remove eligible hazardous stumps from the Town's authorized ROW.
- A. The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the Town or its designated representative:
 - 1. The stump root ball is exposed by fifty (50) percent or more;
 - 2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground; and extraction is required as part of the removal.
 - 3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.
 - B. The Town or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.
 - C. Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.
 - D. Costs for the removal of hazardous stumps shall be invoiced separately.
 - E. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the Town or the Town's authorized representative.
 - F. The eligible hazardous stump shall be transported to the Town's DMS or to the Town's designated final disposal site.
 - G. Stumps measuring less than twenty-four (24) inches in diameter, measured twenty-four (24) inches above ground, which require extraction shall be converted to a cubic yard measurement by the conversion table included in the FEMA FP 104-009-2, Appendix E, Stump Conversion Table.
 - H. Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.

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- 3.4.6 **Leaning Trees and Hanging Limbs** – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-ofway shall be removed.
- 3.4.7 **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless otherwise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.
- 3.4.8 **Removal from Waterways and Drainage Systems** – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches only upon prior written consent of the Contract Manager.
- 3.4.9 **Security of Debris during Hauling** – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 3.4.10 **Damage by DMC** – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Contract Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the Town. In the event DMC fails to respond in a timely manner, the Town may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.
- 3.4.11 **Eligibility of Debris** – The Contract Manager or Debris Monitor will monitor each load site for eligibility. The Contract Manager or Debris Monitor will also have roving

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monitors that will observe DMC operations to ensure that only Eligible Debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the Town by that truck during that day.

- 3.4.12 **Onsite Chipping** – In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a handfed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.
- 3.4.13 **Interference with Disaster Recovery Efforts** – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 3.4.14 **Accumulation and/or Temporary Disposal of Debris** – No debris shall be allowed to be temporarily disposed, accumulated, or stored on public property or private property at any time without proper authorization from the Contract Manager.
- 3.4.15 **Monitoring of DMC Removal Activities** – The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the Town or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

3.5 TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

- 3.5.1 The TDMS location(s) will be identified by the Town on an annual basis. DMC and the Town will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the Town.
- 3.5.2 DMC shall be prepared to establish additional TDMSs as deemed necessary by the Town to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.
- 3.5.3 DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an “as needed” basis. In the event that no Town TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Town.

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- 3.5.4 DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.
- 3.5.5 DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.
- 3.5.6 DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:
 - 3.5.6.1 Access to the site.
 - 3.5.6.2 Site management, to include point of contact, organizational chart, etc.
 - 3.5.6.3 Traffic control procedures.
 - 3.5.6.4 Site security.
 - 3.5.6.5 Site safety.
 - 3.5.6.6 Site layout/segregation plan.
 - 3.5.6.7 Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- 3.5.7 DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- 3.5.8 DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
- 3.5.9 DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with Town approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four (24) hours per day. However, incineration is not a preferred method of debris reduction for the Town.
- 3.5.10 DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and

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meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.

- 3.5.11 DMC shall ensure that every load entering or leaving the TDMSs is inspected by the Town's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- 3.5.12 DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.
- 3.5.13 DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the Town and present such sites to the Town for review. DMC shall obtain, on behalf of the Town, and shall provide the Town with a written contract for each disposal site. The Town shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should **not** be included in the prices listed on the "**Price Schedule**". The Town shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).
- 3.5.14 DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

3.6 RESIDENTIAL DROP-OFF SITES

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

3.7 ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- 3.7.1 Marine Debris Removal – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Town in writing. DMC shall seek to obtain three (3) written quotes for such work, one of which may be from the assigned Contractor (in-house) and select a subcontractor upon approval by the Town's

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Contract Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.

- 3.7.2 Removal of Vehicles and Vessels – DMC, as directed by the Town, shall remove vehicles and vessels from land and waterways. DMC shall seek to obtain three (3) written quotes for such work, one of which may be from the assigned Contractor (in-house), and select a subcontractor upon approval by the Town’s Contract Manager.
- 3.7.3 Dead Animal Carcasses – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 3.7.4 White Goods – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 3.7.5 E-Waste – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of way.
- 3.7.6 Emergency Potable Water – DMC shall provide the Town with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, or in increments as otherwise as available at the time, on pallets in trailer truck load quantities. The Town will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- 3.7.7 Emergency Ice – DMC shall provide the Town with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Town will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 3.7.8 Other Services as Requested – DMC shall also provide other related services as requested by the Town.

3.8 DOCUMENTATION MANAGEMENT AND SUPPORT

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

- 3.8.1 DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies.
- 3.8.2 Each load ticket shall contain the following information:
 - Prime Contractor name.
 - Town contract/Disaster number.

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- Load ticket number.
 - Sub-Contractor name.
 - Truck Driver name.
 - Date and time of pick up.
 - Date and time of delivery.
 - Pick up location (street address or primary street between specific area).
 - Loading Zone Number
 - Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
 - Truck ID number and capacity.
 - Total cubic yards picked up.
 - Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 - Delivery site.
 - Load Monitor Printed Name and Signature.
 - Dump Monitor Printed Name and Signature.
 - GPS.
- 3.8.3 Load tickets will be issued by the Debris Monitor or Town personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/Town will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager. Scanned load tickets shall be organized by activity date.
- 3.8.4 DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the wording "Town of Southwest Ranches Emergency Debris Contractor" and the DMC's name.
- 3.8.5 DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 3.8.6 DMC will work closely with the Town, Town's contracted Monitor and applicable Federal, State and local agencies to ensure that the Town's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the Town all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the Town in preparing Federal and State reports and applications for reimbursement, including training agency/department employees. DMC shall review all reimbursement applications prepared by the Town or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Town or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the Town, in responding to Federal and State agency requests for additional information and in negotiations with Federal

and State officials. DMC shall retain all documentation and records for a minimum of ten (10) years.

- 3.8.7 DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 3.8.8 DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the Town as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

3.9 STAFF AND EQUIPMENT REQUIREMENTS

- 3.9.1 DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency regulations and policies is required.
- 3.9.2 DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- 3.9.3 DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Contract Manager shall be as binding as if given to DMC. The Town expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.
- 3.9.4 The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Town.
- 3.9.5 DMC's Operations Manager shall coordinate daily with the Contract Manager and Debris Monitor, and shall comply with all directions and guidance provided by Federal or State representatives.
- 3.9.6 DMC must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.
- 3.9.7 All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.

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- 3.9.8 Prior to start of work, the Monitoring Contractor and the Town will perform the certification of each vehicle engaging in the services specified within this bid. Certification forms will indicate the type of vehicle; make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the Monitoring Contractor and the Town. The reported volume shall be the same as shown on the signs affixed to each piece of equipment.
- 3.9.9 Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 3.9.10 All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment. Subject to approval by the Town, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and remarked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.
- 3.9.11 Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Contract Manager or Debris Monitor.
- 3.9.12 All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 3.9.13 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging.
- 3.9.14 DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

3.10 REPORTING

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

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3.10.1 Daily Reports – DMC shall make daily reports to the Town to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the Town.
The format of the reports shall be developed during the pre-event planning and coordination phase.

Weekly Summaries – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the Town, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or other format as approved in advance by the Town. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.’

3.10.2 Damage Reports - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.’

3.10.3 Data Reconciliation – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.

3.10.4 Final Project Closeout – Within thirty (30) days of final inspection and/or closeout of the project by the Town, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Town. DMC shall provide, upon request of the Town and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Town. Final project reconciliation must be approved by the Town.

3.10.5 Report Maintenance – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than ten (10) years.

3.11 OTHER OPERATIONAL CONSIDERATIONS

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

3.12 TECHNICAL ASSISTANCE

DMC will be expected to provide technical expertise and guidance to support the Town during the emergency recovery effort including, but not limited to, the following:

- 3.12.1 Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- 3.12.2 Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between preemergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- 3.12.3 Assisting with developing, producing or distributing public information.

3.13 PRICING

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

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

3.14 PAYMENT

Proposer shall render all Work to the Town at the prices stipulated in the Proposal and Price Schedule and Town shall pay Proposer for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Price Schedule.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Proposer’s failure to comply with terms, conditions, or requirements of the Agreement.

SECTION 4 SPECIAL PROVISIONS

4.1 PROPOSAL FORMAT

Proposal Format

The submitted Proposal should be prepared succinctly, providing a straightforward and concise outline of the approach and capabilities necessary to meet the requirements of the RFP. These instructions are designed to aid in proposal development and ensure a structured format, allowing reviewers to systematically evaluate multiple proposals.

Each copy of the proposal package must include **all required sections in the specified order**.

Attachments and supplemental documents should be properly referenced within the relevant sections of the proposal to facilitate the review process. Proposals should focus on clarity and relevance, keeping the content concise and easy to review. Ensure all sections are clearly labeled and presented in the order specified below.

Proposals shall include a **Cover Letter** signed by an authorized agent and address the following sections in order:

A. Cover Letter - Company Information

- Provide the full legal name of the company.
- Include a high-level summary of the firm's experience.
- Include contact information for at least two (2) individuals to include full name, title, email address, telephone number(s).

B. Qualifications

- Describe the firm's qualifications, experience, and involvement in projects of similar size and scope.
- Provide no fewer than three (3) examples of similar work or services completed in the previous 24 months – include name of client jurisdiction, client contact person name and title, summary of scope of services, maximum two (2) images of the site(s) services, full name of firm's project manager of record.

C. Operational Plan

- Submit a detailed operational plan specific to the Town.
- Include case studies or scenarios illustrating how the firm would ensure responsiveness during disaster events of varying severity as the Town's DMC.

D. Local Availability

- Provide a statement of local availability, including the location of local offices, management personnel, and the degree of accessibility to the Town. Also reference section 3.3.3.

E. Client List

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- Provide a list of all client contracts for similar services with other governmental entities within the last five (5) years. Include a column showing the begin date and expiration date of the services.

F. References

- Include the names of at least three (3) professional references, preferably municipal, with their addresses and telephone information. (Use the form provided in the RFP.)

G. Price

- Complete the attachment titled **Price Schedule**, providing unit pricing for each listed item.
- Provide a Price Schedule of logistical services in accordance with the attached categories.
- The Town reserves the right to evaluate proposals by applying the proposed unit prices to a hypothetical disaster scenario to assess the cost-effectiveness of each proposal.

H. Value-Added Capabilities

- Describe any additional services or capabilities available to clients.

I. Exceptions

- Detail any exceptions to this RFP and/or the sample agreement attached.

4.2 EVALUATION OF PROPOSALS

Responses to this RFP will be evaluated by a Selection/Negotiation Committee appointed by the Town Administrator. The evaluation will follow the criteria outlined in this RFP and adhere to the Town's Procurement Code. Proposals that fail to provide the requested information or meet the minimum qualification criteria will be disqualified.

Post-Submittal Process:

1. Initial Review and Compliance Check
 - Proposals are reviewed to ensure compliance with submission requirements and minimum qualification criteria herein.
2. Evaluation by Selection Committee
 - Each submission will be evaluated based on the Evaluation Criteria provided in this RFP.
 - The ranking methodology is ordinal ranking, where #1 is the highest ranked firm, #2 is the next ranked firm, and so forth.
 - The Selection Committee will score proposals individually and may develop a shortlist of no fewer than three (3) firms deemed most qualified.
 - If fewer than three (3) responses are received from qualified firms, the minimum number for shortlisting and ranking purposes shall not apply.
3. Public Presentations/Interviews (Optional)
 - Shortlisted firms may be invited to provide public presentations regarding their qualifications, project approach, and ability to furnish the required services.
 - Presentation appointments will be scheduled and communicated to firms. Proposer presentations/interviews are closed to the public.
4. Final Ranking

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- Following presentations/interviews (as applicable), the Selection Committee will deliberate and vote on a final ranking of firms based on the Evaluation Criteria.
 - Each voting member will rank the shortlisted firms according to their assessment of qualifications and alignment with the Town's objectives.
5. Recommendation for Award
- The Selection Committee will recommend the Proposer(s) whose proposal offers the "best value" to the Town, considering the evaluation criteria and the Town's overall best interest.
 - If no contract negotiation is required, the Town Administrator may proceed to present the ranking and award recommendation(s) to the Town Council. If negotiation is required with the number one ranked firm, the committee and/or purchasing negotiator shall proceed to meet with the number one ranked firm as soon as practicable. The negotiated contract(s) will be forwarded by the purchasing negotiator to the Town Administrator for final consideration by the awarding authority.

4.3 EVALUATION CRITERIA

The following criteria will be used in the evaluation, shortlisting, and ranking process:

- **Operational Plan for the Town** – A detailed and feasible operational approach tailored to the Town's needs.
- **Qualifications and Experience** – The Proposer's relevant expertise and experience in disaster and debris management.
- **Price** – Cost-effectiveness and ability to provide the requested services/items
- **Resources and Availability** – Availability of equipment, personnel, and resources to perform the required services.
- **References and Past Performance** – Verified client references and a track record of successful projects.
- **Valued-Added Capabilities**

4.4 AWARD OF CONTRACT(S)

The Town reserves the right to award the contract based on the proposal that provides the best overall value, not necessarily the lowest price. While the Town allows Proposers to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the Town. The Town reserves the right to request additional information or clarification from Proposers as needed to ensure a thorough evaluation.

As deemed necessary and in the Town's best interest, the Town reserves the right to:

- Reject any or all responses.
- Waive any minor irregularities or technicalities in responses received.

There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall

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responsive proposal which is most advantageous and in the best interest of the Town, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

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SECTION 5
REQUIRED FORMS

TOWN OF SOUTHWEST RANCHES, FLORIDA
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PROPOSER'S QUALIFICATION STATEMENT
[Please print clearly]

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____

(If the Proposer is a Corporation, affix corporate seal)

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PRICE SCHEDULE

Proposers are required to provide the hourly rates, unit prices, and equipment rates requested below for Sections A-D. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

CATEGORY 01

Part A: HOURLY RATES

- | | | |
|----|--|-------------------|
| 1. | Project Manager w/ Cell Phone and pickup | \$ _____ per hour |
| 2. | Operations Manager w/ Cell Phone and pickup | \$ _____ per hour |
| 3. | Crew Foreman | \$ _____ per hour |
| 4. | Skilled Sawman w/Chainsaw & Gear | \$ _____ per hour |
| 5. | Tree Climber w/Chainsaw & Gear | \$ _____ per hour |
| 6. | Laborer w/Chainsaw | \$ _____ per hour |
| 7. | Laborer w/Small Tools/Traffic Control/Flagperson | \$ _____ per hour |
| 8. | Administrative Staff | \$ _____ per hour |

Part B: TASK AND FEE UNIT SCHEDULE

- | | | |
|----|---|-------------------------------------|
| 1. | Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard | |
| | | 1A \$ _____ (0-15 miles) |
| | | 1B \$ _____ (15.01-30 miles) |
| | | 1C \$ _____ (30.01-45 miles) |
| | | 1D \$ _____ (45.01+ miles) |
| 2. | Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard | |
| | | 2A \$ _____ (0-15 miles) |
| | | 2B \$ _____ (15.01-30 miles) |
| | | 2C \$ _____ (30.01-45 miles) |
| | | 2D \$ _____ (45.01+ miles) |
| 3. | On-site Chipping (as per Section 5.12) to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard | |

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3A \$_____ (0-15 miles)
3B \$_____ (15.01-30 miles)
3C \$_____ (30.01-45 miles)
3D \$_____ (45.01+ miles)

4. Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard \$_____
5. Debris Reduction by Chipping/Grinding per Cubic Yard \$_____
6. White Goods Collection & Recycling \$_____
7. Freon Management and Recycling Per Unit \$_____
8. Animal Carcass Collection, Hauling, and Final Disposal per Pound \$_____
9. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard

8A\$_____ (0-15 miles)
8B\$_____ (15.01-30 miles)
8C\$_____ (30.01-45 miles)
8D\$_____ (45.01+ miles)

10. Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound
11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:

- A. 24 inch to 35.99 inch diameter Each \$_____
- B. 36 inch to 47.99 inch diameter Each \$_____
- C. 48 inch and larger diameter Each \$_____

12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream:

- A. 6 inch to 23.99 inch diameter Each \$_____
- B. 24 inch to 35.99 inch diameter Each \$_____
- C. 36 inch to 47.99 inch diameter Each \$_____
- D. 48 inch and larger diameter Each \$_____

13. Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream: \$_____

14. Cleaning of Catch Basins (Includes disposal) Each \$_____

15. Cleaning of Drainage Pipes Linear Feet \$_____

16. Sodding per Square Foot \$_____

17. Add Fill Dirt per Cubic Yard \$_____

18. Sewer, culvert cleaning, including transportation and disposal – PER LF

\$_____

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19. Debris removal from lakes and canals – PER CY \$ _____
20. Restoration of canal banks and slopes – PER LF \$ _____
21. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE
ON LAND \$ _____
22. Removal of motor vehicles including towing, processing, and disposal – PER VEHICLE
IN WATERWAY \$ _____
23. Removal of boats including towing, processing and disposal – PER LF OF VESSEL ON
LAND \$ _____
24. Removal of boats including towing, processing and disposal – PER LF OF VESSEL IN
WATERWAY \$ _____

Part C: EQUIPMENT RATES

Item / Description – or equivalent	Hourly Price
1. JD 544 Wheel Loader with debris grapple	\$ _____
2. JD 644 Wheel Loader with debris grapple	\$ _____
3. Extendaboom Forklift with debris grapple	\$ _____
4. 753 Bobcat Skid Steer Loader with debris grapple	\$ _____
5. 753 Bobcat Skid Steer Loader with bucket	\$ _____
6. 30-50 HP Farm Tractor with box blade or rake	\$ _____
7. 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ _____
8. 3 – 4 cu. yd. Articulated Loader with bucket	\$ _____
9. JD 648E Log Skidder, or equivalent	\$ _____
10. CAT D4 Dozer	\$ _____
11. CAT D5 Dozer	\$ _____
12. CAT D6 Dozer	\$ _____
13. CAT D7 Dozer	\$ _____
14. CAT D8 Dozer	\$ _____
15. CAT 125 – 140 HP Motor Grader	\$ _____
16. JD 690 Trackhoe with debris grapple	\$ _____
17. JD 690 Trackhoe with bucket & thumb	\$ _____

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18.	Hand-Fed Debris Chipper	\$ _____
19.	300 – 400 HP Horizontal Grinder	\$ _____
20.	800 – 1,000 HP Horizontal Grinder	\$ _____
21.	30 Ton Crane	\$ _____
22.	50 Ton Crane	\$ _____
23.	100 Ton Crane (8 hour minimum)	\$ _____
24.	40 – 60' Bucket Truck	\$ _____
25.	Greater Than 60' Bucket Truck	\$ _____
26.	Fuel / Service Truck	\$ _____
27.	Water Truck	\$ _____
28.	Portable Light Plant	\$ _____
29.	Lowboy Trailer with Tractor	\$ _____
30.	Flatbed Truck	\$ _____
31.	Pick-up Truck (unmanned)	\$ _____
32.	Self-Loading Dump Truck with debris grapple	\$ _____
33.	Single Axle Dump Truck, 5 – 12 cu. yd.	\$ _____
34.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ _____
35.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ _____
36.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ _____
37.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ _____
38.	Temporary Office Trailer DAILY RATE	\$ _____

Part D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT

Item / Description – or equivalent	Cost Per Day (24 hours)	Cost Per Week (7 days)
1. 10 KW Generator	\$ _____	\$ _____
2. 15 KW Generator	\$ _____	\$ _____

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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	\$ _____	\$ _____
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	\$ _____	\$ _____

CATEGORY 02

INITIAL HERE TO CONFIRM THAT PROPOSER HAS INCLUDED LOGISTICAL SERVICES MENU AT UNIT PRICES (REFERENCE ATTACHMENT): _____

Notes:

- Unit prices prevail. Any discrepancy between the unit and extension price, the unit price prevails.
- Rates for Additional professional Services. If it should become necessary for the Town of Southwest Ranches to request the Contractor to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm. Any such additional work agreed to between the Town

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of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in this RFP.

Proposer: _____

Authorized Signatory (PRINT): _____

Authorized Signatory (PRINT TITLE): _____

Authorized Signatory (SIGNATURE): _____

Date: _____

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DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF _____**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as “Affiant,” who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☐ the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant’s address is: _____

3. Attached hereto as an appendix is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant’s corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches’ policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[Signatures on next page]

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6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

Affiant

_____,
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. 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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will 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 or plea.
- 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), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

PROPOSER'S SIGNATURE: _____

PROPOSER FIRM: _____

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

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

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) 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 with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Para. 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 nolo contendere.

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

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). 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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. 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.

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 of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
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PROPOSER: _____

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

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NON-COLLUSION AFFIDAVIT

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

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

[Signatures on next page]

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By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this ____ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

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ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Proposer: _____

Street address: _____

Town, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

LETTER OF BONDABILITY + ATTACHMENT

The successful Proposer shall post a Payment and Performance Bond for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this contract and on any/or all duly authorized modifications hereof.

A. The Payment and Performance Bond shall be submitted within three (3) business days of the issuance of a Notice to Proceed (NTP) unless otherwise approved in writing and shall be the sum equal to one hundred percent (100%) of the contract amount, plus adjustments thereto, unless otherwise specified.

B. The bond shall be in force for a minimum period of one (1) year from the date of the original execution by the Bond Surety.

- 1) If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Town thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.
- 2) The Proposer must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.
- 3) Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor.
- 4) The Town of Southwest Ranches will provide the Town's Standard Payment and Performance Bond Form to successful Proposer.

5) **ATTACH Letter of Bondability from Proposer's Financial Institution and/or Surety Company to this form.**

Proposer: _____

Authorized Signatory of Proposer: _____
(type or print)

Title: _____

Signature: _____ Date: _____

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GOVERNMENTAL CONTACT INFORMATION

Please list name of agency, address, phone number, contact person and email of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

Proposer's Firm: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on another Contractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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PROPOSER FIRM: _____

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this ___ day of _____, 2025,

by _____ (name of person acknowledging).

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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PROPOSER EXPERIENCE

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RFP.

Proposer (company name): _____
Address: _____
Telephone No: _____ () _____
Contact person: _____ Title: _____
Number of years in business: _____ Years
Address of nearest facility: _____

Provide three (3) references - preferably governmental agencies - where these services have been provided:

1. Company Name: _____
 Telephone No: _____ () _____
 Contact Person: _____
 Title: _____
 Contract Amount: _____
 Project: _____
 Email: _____
 Date Services Provided: _____

2. Company Name: _____
 Telephone No: _____ () _____
 Contact Person: _____
 Title: _____
 Contract Amount: _____
 Project: _____
 Email: _____
 Date Services Provided: _____

3. Company Name: _____
 Telephone No: _____ () _____
 Contact Person: _____
 Title: _____
 Contract Amount: _____
 Project: _____
 Email: _____
 Date Services Provided: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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LIABILITY CLAIMS

Please list the following information for all/any Liability Claims exceeding \$50,000 for the past five (5) years. If none, state NONE:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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W-9

INSERT IRS FORM W – 9

**Must be the current IRS form version, signed, dated
and legible W-9**

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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COMPANY'S CERTIFICATE OF INCORPORATION

**INSERT COMPANY'S SUNBIZ REGISTRATION
PAGE HERE**

<https://dos.fl.gov/sunbiz/>

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Christina Semeraro
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: csemeraro@swranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications “too tight” (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: (____) _____ DATE: _____

44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

INSERT E-VERIFY MEMORANDUM OF UNDERSTANDING

PROVIDE PROOF OF E-VERIFY REGISTRATION

- a) Page showing USCIS verified electronic approval.
- b) Page listing Company name & EIN number, matching W9 submitted.

To Enroll in E-Verify, Go to <https://idp.uscis.gov/enroll/Everify> - and click on [I Agree] to register, save registration as a PDF document and include memorandum of Understanding document with this bid.

To access your Company's MOU:

1. Log in to your Company's E-Verify Account, Click on My Company Profile/Account (right upper section of the main page)
2. Scroll down on the following screen for the link view/print MOU.

DO NOT INCLUDE MOU OF COMPANY DIFFERENT TO W9 SUBMITTED.

E-Verify Information:

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

1. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
2. The contractor shall maintain a copy of such affidavit for the duration of the contract. In accordance with F.S. 448.095 Contractor/Contractor acknowledges and agrees to the following:
 - a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

_____ does not:

(Name of Bidding Firm)

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
and
5. Has not engaged in business operations in Cuba or Syria.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

(type or print)

Title: _____

Signature: _____

Date: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
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AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

(Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____
Entity: _____ Name: _____
Title: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this ____ day of _____, 20__,

by _____ (name of person
acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

BIDDER: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 787.06

787.06 Anti Human trafficking.—

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

_____ does not use coercion for labor or services as defined in FL §
787.06.

(Consultant)

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

State of Florida

County of

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization,

this ____ day of _____, 2024,

by _____ (name of person
acknowledging).

Notary Public

(Print Notary Name)

State of _____ at Large

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules, and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) 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.

(2) 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.

(3) Breach. A breach of the contract clauses 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.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act.

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). 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 shall 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 recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement 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.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor 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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

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.

O. VERIFICATION OF EMPLOYMENT STATUS

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

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.323, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

S. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

T. Domestic Preference Requirements. In accordance with the Build America, Buy America Act (BABAA) and FEMA's interim policy, the Contractor shall, to the greatest extent practicable and as permitted by law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, steel, manufactured products, and construction materials. All iron and steel products must have all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. The Contractor is required to include this domestic preference requirement in all subcontracts and purchase orders for work or products under this contract. Compliance with these provisions is mandatory and subject to verification by the Town and relevant federal agencies. Failure to adhere to these requirements may result in remedies as deemed appropriate by the Town, including but not limited to contract termination or suspension.

U. Prohibition Regarding Covered Telecommunications Equipment or Services. The Contractor is prohibited from using any equipment, system, or service that utilizes covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, during the performance of this contract.

V. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

**DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10**

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

**AGREEMENT FOR
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of _____, 2025, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to Disaster Debris Removal and Emergency Logistical Services (the “Work”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 25-10 on _____; and

WHEREAS, ____ proposals were received by the Town on _____; and

WHEREAS, the Town has adopted Resolution No. 2025- ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Contract as the **Primary/Secondary/Tertiary** Contractor; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “__” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “__” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for Contractor services to update the methodology and fees for the fire assessment program performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 The initial term of the contract is anticipated to be three (3) years. The Town may consider extending the contract for up to two (2) additional two (2)-year periods, subject to mutual agreement and satisfactory performance. Any renewal will be contingent upon negotiated terms at the time of extension, with any price adjustments tied to the Consumer Price Index (CPI), not to exceed a three (3) percent annual increase.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract in accordance with the final negotiated unit prices. The total compensation paid to the Contractor for disaster debris removal services under this contract shall not exceed the ceiling price of \$[XX,XXX,XXX], unless otherwise modified by a formal written amendment approved by the Town. The Contractor shall not be entitled to receive any compensation beyond this ceiling price unless additional services are required and authorized in writing by the Town.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.

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- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 Discounts. As applicable, invoices must clearly itemize the product/service description, contract price, and separately reflect any discounts applied. Failure to provide this breakdown may result in delayed payment or invoice rejection.
- 3.6 A monthly payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed

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operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

- D. **PROFESSIONAL LIABILITY INSURANCE**: in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.

5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.

5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.

5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND**

SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.

- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees to comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify,

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defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent Contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent Contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13 No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect

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during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

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

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954)434-0008; EMAIL:

DRUESGA@SOUTHWESTRANCHES.ORG; DEBRA RUESGA, TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.
- C. Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as

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provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by the Town. In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 10 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract.

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The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 21: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 22: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to or arising out of THIS Contract.

Section 23: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 25: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 26: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 27: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 29: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this

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Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 30: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

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Section 31: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

B. Independent Contractor. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

C. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

D. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration

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contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- E. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- F. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- G. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- I. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- J. Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
- K. No Obligation By Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DISASTER DEBRIS REMOVAL AND EMERGENCY LOGISTICAL SERVICES
RFP NO. 25-10

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: _____ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2025.

WITNESSES:

CONTRACTOR:

By: _____

Title:

_____ day of _____ 2025

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

_____ day of _____, 2025

By: _____
Russell Muñiz, Town Administrator

_____ day of _____, 2025

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney