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**City Administration**

**David L. Brown, City Manager  
Elizabeth M. Hernandez, City Attorney  
Walter Foeman, City Clerk**



**CITY OF CORAL GABLES  
REQUEST FOR PROPOSAL**

**DEBRIS  
MANAGEMENT  
SERVICES**

**FINANCE DEPARTMENT  
PROCUREMENT DIVISION**

**MAY 2008**

## **CITY OF CORAL GABLES REQUEST FOR PROPOSAL**

Proposals for **RFP 2008.05.05, DEBRIS MANAGEMENT SERVICES**, will be received in the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72 Avenue, Miami, Florida on or before **2 p.m., Thursday, June 12, 2008**. Proposals will be opened promptly thereafter. One (1) original proposal and four (4) complete copies must be signed and submitted in a sealed envelope and clearly marked: **DEBRIS MANAGEMENT SERVICES - RFP 2008.05.05**

A Pre-Proposal conference will be held in the City of Coral Gables Procurement Division Conference Room at **2 p.m. on Thursday, May 22, 2008**, located at 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, or requested by phone (305) 460-5121, fax (305) 261-1601, or e-mail [contracts@coralgables.com](mailto:contracts@coralgables.com). Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72 Avenue, Miami, Florida.

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **Thursday, June 12, 2008, 2 p.m.** Verbal or electronic (e-mailed) proposals are not acceptable.

Award of Proposal will only be made to highest ranked Proposer based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to consider other conditions which may be in the best interests of the City.

Proposal prices must be firm for a minimum of ninety (90) days. Escalation clauses of any kind are not acceptable. The City reserves the right to cancel this Request for Proposal at any time prior to opening, reject any and/or all proposals, and waive any technicalities, irregularities or any other minor variations.

Walter J. Foeman  
City Clerk

*Any person requiring special accommodations for participation should contact 305-460-5102, with requests for auxiliary aids or services at least one business day before the meeting.*

**C I T Y O F C O R A L G A B L E S**

**- MEMORANDUM -**

**TO:** City Clerks Office

**DATE:** May 9, 2008

**FROM:** Joe V. Rodriguez, CPPB  
Inventory Control / Buyer

**SUBJECT:** Advertisement

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Please have the following advertisement run on the Miami Daily Business News on, Thursday, May 15, 2008 and place on the City Hall Bulletin Board.

Thank you in advance for your help and cooperation. Your prompt attention to this matter is greatly appreciated.

## **CITY OF CORAL GABLES REQUEST FOR PROPOSAL**

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Walter J. Foeman  
City Clerk

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**CITY OF CORAL GABLES, FL**  
**PROCUREMENT DIVISION**

**DEBRIS MANAGEMENT SERVICES**  
**RFP # 2008.05.05 / PUBLIC SERVICES**

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**PROCUREMENT DIVISION**

**DEBRIS MANAGEMENT SERVICES**  
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**PROCUREMENT DIVISION**

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# **CITY OF CORAL GABLES, FL**

## **SECTION 1.0**

### **INSTRUCTIONS TO PROPOSER**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **1.0 INSTRUCTIONS TO PROPOSERS**

This proposed procurement is authorized by the City Commission and the City Manager of the City of Coral Gables, Florida, as an extension of the will of the citizens of Coral Gables to efficiently, effectively and economically enhance the City Beautiful. Only those parties willing and able to strive for these ideals should offer or agree to provide goods or services. We thank you for your interest in this solicitation process. The City of Coral Gables, through its Procurement Division, invites your response to provide goods or services.

**THE CONDITIONS OF THIS PROPOSAL ARE MANDATORY. The Instructions to Proposers, the General Conditions, all Forms, the Insurance Requirements, the Special Conditions, the Scope of Work, the Proposal Response form and the Purchase Order are collectively and integrally part of the Contract between the City and the successful Proposer.**

### **1.1 TERMS**

#### **1.1.1 We/Us/Our/City**

These terms refer to the City of Coral Gables, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organizations including, as the context will indicate:

***Procurement Division;*** The Procurement Division includes its Chief Procurement Officer and staff of professional buyers.

***Department/s;*** The City Department/s and/or offices for which this solicitation is prepared, which will be end user/s of the goods and/or services sought.

***Authorized Representative;*** The user Department's contact/s for interaction regarding contract administration.

#### **1.1.2 You/Your**

The terms refer generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates, officers, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a contractor will have upon award of the Contract.

***Proposer:*** Any business entity submitting a Response to this Solicitation.

***Successful Proposer:*** The Proposer whose response to this Solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Commission, and a Contract will be executed for the provision of the goods and/or services specified in the RFP and a Purchase order will be issued.

#### **1.1.3 Request for Proposal (RFP)**

A Solicitation of formal sealed proposal, this entire document, including attachments. The kind of information this RFP seeks is indicated by the title appearing at the top of the first page. A "Request for Proposal" (RFP) is normally used when we will consider solutions which may vary significantly from each other or from initial expectations, and/or where the award is not based solely on price.

#### **1.1.4 Proposal**

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interaction with the City apart from submittal of a formal written proposal.

#### **1.2 CLARIFICATION**

Questions regarding this RFP should be directed in writing, preferably by fax, to the Chief Procurement Officer specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

#### **1.1.4 Written Addenda**

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all known prospective Proposers. If necessary, a new proposal opening date may be established by addendum.

#### **1.3 COST OF PREPARATION**

The City will not be responsible for any expenses incurred by Proposers for preparation of Proposal related to this procurement, or for conduct of any negotiations related to potential award of Contract.

#### **1.4 EXAMINATION OF DOCUMENTS**

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification at the pre-proposal conference, or by written request to the Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, mailed to all parties recorded by the City's Chief Procurement Officer as having received the Proposal Documents. No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made.

#### **1.5 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, proposals must be submitted on Proposal forms as provided by the City. This request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Proposal with NUMBER (2008.05.05) and copies must be submitted to the Procurement Division, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Proposals received after that time will not be accepted. It will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer's office on or before the closing hour and date indicated. Proposals shall be submitted in a sealed envelope clearly marked on the exterior **"DEBRIS MANAGEMENT SERVICES"** and shall state the name and address of the Proposer and

shall be accompanied by any other required documents. No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. **All Proposals submitted become the exclusive property of the City of Coral Gables.**

### **1.6 PUBLIC RECORDS**

Upon award recommendation or ten (10) days after the Proposal opening, whichever is earlier, any material submitted in response to this Request for Proposal will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

### **1.7 COPIES REQUIRED**

Each Proposer is required to submit **one (1) original proposal and four (4) complete copies** of the Proposal Response. The City will not be responsible for any expense incurred by Proposer in preparing and submitting the Proposal. Sealed proposals must be clearly marked with the following information indicated on the outside of the RFP envelope/package: “DEBRIS MANAGEMENT SERVICES”. Proposals shall be submitted **no later than 2:00 PM, Thursday, June 12, 2008** be addressed, and delivered to:

City of Coral Gables  
**RFP # 2008.05.05**  
Procurement Division  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida 33155

**ALL PROPOSALS MUST BE SUBMITTED ON OR BEFORE THE ABOVE PROPOSAL OPENING DATE AND TIME. ANY PROPOSALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.**

### **1.8 WITHDRAWAL OF PROPOSAL**

A Proposer may, without prejudice, withdraw, modify or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening proposals. The original Proposal as modified by such writing will be considered as the Proposal submitted by the Proposer. No oral proposals or modifications will be considered.

### **1.9 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The City reserves the right to reject any and/or all Proposals or sections thereof, and waive any technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal which in the judgment of the City will best serve the needs and interest of the City. This offering of Request for Proposals itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer. However, the contents of the offered document as well as the proposed document may be used for details of the actual agreement between the Proposer and the City of Coral Gables. Furthermore, the City reserves the right to award without further discussion.

## **1.10 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

## **1.11 INQUIRIES**

Any questions regarding this Proposal should be directed in **writing** to the Chief Procurement Officer, 2800 S.W. 72<sup>nd</sup> Avenue, Miami, Florida, 33155. Proposers requiring clarification or interpretation of the RFP shall make a written request to the City Contact person on or before the close of business on **5:00 P.M., Thursday, May 29, 2008**. The person or firm submitting the request will be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers.

## **1.12 EVALUATION CRITERIA**

The City may prepare and present a Contract to the City of Coral Gables Commission for final approval. The City reserves the right to reject any and/or all submittals for any reason, and reserves the right to waive any defect and accept any proposal deemed to be in the best interest of the City.

The City further reserves the right to negotiate the terms of any contract with each Proposer. The evaluation criteria's point requirements are:

CRITERIA	POINTS
Qualifications & Experience	20
Operational Plan for the City	25
Resources and Availability	20
Past Performance	25
Price Proposal	10

## **1.13 EVALUATION OF PROPOSAL**

- (a) The Chief Procurement Officer or designated representative(s) shall review all Proposals submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this document. The Chief Procurement Officer or designated representative(s) will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables personnel may inspect other facilities to verify whether the Proposer possesses adequate equipment, repair facilities and personnel to satisfy the requirements of the Proposal. The City of Coral Gables shall be the sole judge in determining Proposer qualifications.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

## **1.14 METHOD OF SELECTION/SELECTION CRITERIA**

After Proposals are opened in the Procurement Division Office, proposals will be analyzed and one or more of the Proposers deemed responsible and responsive may be granted an interview; upon the completion of the review and the interviews, if any, the Chief Procurement Officer or designated representative(s) shall make a recommendation to the City Manager for City Commission approval when applicable.

## **1.15 AWARD OF CONTRACT**

Upon approval of the City Commission, when applicable, a Contract shall be awarded to the Proposer selected as the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

## **1.16 CONTRACT EXECUTION AND TERMS**

The City and the successful Proposer shall execute a contract (“agreement”) within thirty (30) days after Notification of Award, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

## **1.17 CONTRACT ADMINISTRATOR**

The Contract Administrator for this Contract shall be:

Mr. Dan Keys  
Public Service Director  
City of Coral Gables  
2800 SW 72<sup>nd</sup> Avenue  
Miami, FL 33155

## **1.18 SCHEDULE OF EVENTS**

Proposal Advertisement	Friday, May 16, 2008
Pre-proposal Conference	2:00 PM, Thursday, May 22, 2008 Procurement Division 2800 SW 72 <sup>nd</sup> Avenue Miami, FL 33155
Deadline for Written Questions:	5:00 PM, Thursday, May 29, 2008
Response to Questions due to Proposers:	5:00 PM, Thursday, June 5, 2008
Proposal Opening *	2:00 PM, Thursday, June 12, 2008 Procurement Division Conference Room 2800 SW 72 <sup>nd</sup> Avenue Miami, Florida

*\* Disclaimer: Meetings will begin promptly at 2:00 pm as stated, allow time for traffic and weather conditions. Under no circumstances will late arrivals be allowed entry.*

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**We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to Proposers.**

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_  
**Please type or Print Name:**

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# **CITY OF CORAL GABLES**

## **SECTION 2.0** **GENERAL CONDITIONS**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **2.0 GENERAL CONDITIONS**

FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR PROPOSAL.

### **2.1 EXAMINATION OF SITE**

Each Proposer is required, when applicable and prior to submitting a proposal, to visit and inspect the site and to be acquainted with the needs and requirements of the area. The pre-proposal conference is scheduled for 2:00 PM, Thursday, May 22, 2008 at the Procurement Division of the Finance Department, 2800 SW 72<sup>nd</sup> Avenue, Miami, Florida, 33155.

### **2.2 INSPECTION OF IN-PROGRESS AND COMPLETED WORK**

Inspections of work in progress shall be made as often as deemed necessary by the City. Work not properly performed or at variance to the Contract provisions shall be corrected to the City's satisfaction at no additional charge.

### **2.3 PROTECTION OF CITY PROPERTY**

The Proposer shall at all times guard against damage to or loss of property of the City and shall replace or repair any loss or damage. The City may deduct charges from payments due from delinquent billings or to become due to the Contractor as it might deem necessary to insure reimbursement for loss or damage to City property caused through negligence of the Contractor or its agent. Furthermore, Proposer agrees to pay on behalf of, indemnify and hold the City of Coral Gables harmless for any and all claims, liabilities, and causes of action or incidents that may arise while, during, and as a result of Proposer activities or action while on City premises or property, including any person(s) performing under the Contract for or on Proposers behalf, provided that any suit claims liability, losses and causes of action are not attributable to the gross negligence or willful misconduct of the City, and for and against any orders, judgments or decrees, which may be entered and which may result from the Contract, unless attributable to the gross negligence or willful misconduct of the City, and from and against all costs, attorneys fees, expenses, and liabilities insured in the defense of any such claim or the investigation thereof. Proposer shall obtain insurance which provides for the hold harmless and indemnification provision contained herein.

Any damage to City property caused by the successful Proposer shall be immediately reported to the Facilities Maintenance Division Superintendent or his/her assignee either in person, via phone call at (305) 460-5178. Proposer shall be responsible for paying for any and all damages, which may be paid via a credit against monthly billing or by direct payment, as determine and accepted by the City.

### **2.4 DELIVERY TIME:**

The successful Proposer(s) shall adhere to the delivery time scheduled and agreed upon on a project to project basis. Failure to perform on a timely basis may cause the City to impose liquidated damages to the successful Proposer(s).

### **2.5 PROPOSER QUALIFICATIONS**

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection.

The City as part of its evaluation process may conduct background investigations. Proposer's submission of Proposal constitutes acknowledgment and consent to such investigations.

The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal.
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time.
- (d) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At City's discretion, it may be determined that a Proposer is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, but not limited to, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- (e) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

## **2.6 MATERIALS AND WORKMANSHIP**

All materials used and/or delivered as a result of Award of Contract shall be new and unused, unless specifically authorized otherwise by the City. All workmanship shall be of the highest quality and shall conform to all applicable building, landscaping, and other codes and to the highest of industry standards.

## **2.7 INSURANCE**

Within ten (10) working days of Award of Contract, the successful Proposer shall furnish evidence of Insurance to the Finance Department, Procurement Division and Human Resources Department, Risk Management Division. Submitted evidence of coverage shall demonstrate strict compliance with all requirements listed herein. Under no circumstances shall a contractor start work until the City has been supplied certified copies of all insurance policies and performance bond and payment bond, if required. (See Section 4 "Insurance" for more information).

## **2.8 HOLD HARMLESS AND INDEMNIFICATION**

The successful Proposer shall fully indemnify, defend and save harmless the City, its agent officers and employees, from any and all claims, losses, suits, actions, damages or causes of action for any personal injury, loss of life, or damage to property which may arise as a result of the services or products provided through this contract, and shall indemnify City from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim and investigations thereof. Contractor shall obtain insurance that shall satisfy the requirements of this section and shall provide certified copies of Insurance policies with the provisions of this document upon Award of Contract. (See Section 4.0 "Insurance")

## **2.9 TAXES**

The City is exempt from Federal Excise and State Sales Tax. Vendors or Contractors doing business with the City shall not be exempt from paying sales tax to suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use City Tax Exemption Number in securing such materials.

## **2.10 OCCUPATIONAL LICENSE REQUIREMENT**

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables and is submitting a Proposal response under this solicitation shall meet the City's Occupational License Tax Requirements in accordance with Chapter 331.1, Article I of the City of Coral Gables.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

## **2.11 NON-COLLUSION AFFIDAVIT**

Each Proposer shall complete the Non-Collusion Affidavit form and shall submit the **executed** form with the Proposal. City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of the Proposal. (See Section 3.0 – Forms)

## **2.12 ONE PROPOSAL**

If it is found that a Proposer has submitted proposals under various corporate entities, all Proposals submitted by the Proposer shall be rejected.

## **2.13 AMERICANS WITH DISABILITIES**

As part of any Proposal, each vendor must submit an executed Americans with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et seq. (See Section 3.0 – Forms)

## **2.14 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY**

The Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake by the through the covenants, and provisions set forth in this Contract.

## **2.15 CONFLICT OF INTEREST/CODE OF ETHICS**

The Award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics Chapter 2, 2-11 et seq. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an official, employee, member of any board or committee, or relative thereof, of the City or any of its agencies. Further, all Proposers, must disclose the name of any official, employee, member of any board or committee, or relative thereof, of the City who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's firm or any of its branches or affiliate companies.

### **F.S. Chapter 112 and Miami-Dade County Conflict of Interest and Code of Ethics**

Proposer acknowledges that any violation of either the State Conflict of Interest Laws, F.S. Section 112, or of the Miami-Dade Conflict of Interest or Code of Ethics, Chapter 2, Section 2-11 may result in, among other penalties, the Contract being declared void.

Proposers, by acceptance of this order, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Coral Gables is financially interested, directly or indirectly in the purchase of goods or services specified in this Request for Proposal. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City by filing notice with the City Clerk in a State/County approved form.

- Complete chapter on Conflict of Interest and Code of Ethics on page # 23

## **2.16 PROVISION FOR ACCESS TO RECORDS**

The Proposer shall keep and maintain financial, invoices, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of three (3) years following the completion of all projects, work, or until all claims and audit finding involving these records have been received, whichever is later. The City, the Florida Department of State or any duly authorized representative shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcription.

## **2.17 PROVISION FOR COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT**

The Proposer and all subcontractors shall comply with the Copeland “Anti-Kickback” Act 18 U.S.C 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16.”

## **2.18 COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL LAW**

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the United States government now in force or hereafter to be adopted.

## **2.19 PUBLIC ENTITY CRIME FORM**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list. (See Section 3.0 "Forms")

## **2.20 NON-DISCRIMINATION**

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In connection with the conduct of its business, including rendition of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

## **2.21 BID BOND/BID DEPOSIT**

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of 10% of total proposed amount will accompany the Proposal. The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Proposers will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Proposer being "non-responsive" and rejected.**

## **2.22 PERFORMANCE BOND AND REQUIREMENTS**

The successful Proposer shall post a Performance Bond from a Corporate Surety, which is satisfactory to the City as security for the prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to Twenty Million Dollars \$20,000,000.00 total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

### **2.23 SURETY BOND QUALIFICATIONS**

**The following specification shall apply to proposal, performance, payment, maintenance, and all other types of bonds:**

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

<b><u>Bond Amount</u></b>	<b><u>Best Rating</u></b>
500,000 to 1,500,000	A VI
1,500,000 to 2,500,000	A VIII
2,500,000 to 2,500,000	A X
5,000,000 to 10,000,000	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Request for Proposal is issued.
2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under ss. U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

### **2.24 ACCEPTANCE OF GOODS**

Any good(s) delivered under this RFP shall remain the property of the seller until a physical inspection and actual usage of the goods is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

## **2.25 ACCEPTANCE/REJECTION**

The City of Coral Gables reserves the right to accept or reject any or all Proposals or to select Bidder(s), who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. It also reserves the right to reject the Proposal of any contractor who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform properly under the RFP. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, re-advertise the RFP.

## **2.26 ANTITRUST PROVISION**

At such times as may serve its best interest, the City of Coral Gables reserves the right to advertise for, receive and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

## **2.27 ASSIGNMENT OF CONTRACT**

The successful Proposer shall not assign or subcontract, at any time during the term of the Contract, any part of the operations, or assign any portion or part of the Contract, except under and by virtue of written permission granted by the City.

## **2.28 AUDIT RIGHTS AND RECORDS RETENTION**

The successful Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the City makes final payment and all other pending matters are closed.

## **2.29 BRAND NAMES**

If and wherever in the specifications' brand names, makes, names of any manufacturers, trade names, or bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When proposing an approved equal, Proposer will submit, with proposal, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be furnished after the date of Proposal opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four (4) calendar days after a formal request is made.

## **2.30 CAPITAL EXPENDITURES**

Successful Proposer understands that any capital expenditures that the Proposer makes, or prepares to make, in order to perform the services required by the City of Coral Gables, is a business risk which the Proposer must assume. The City of Coral Gables will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Proposer. If Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Coral Gables.

## **2.31 CANCELLATION**

### **TERMINATION FOR CONVINIENCE**

The City, by written notice to the Contractor, may terminate the Contract in whole or in part when the City determines in its sole discretion that it is in the best interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

### **TERMINATION FOR CAUSE**

The City may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City. The rights and remedies of the City in this clause are in addition to any other rights and remedies provided by law or under the Contract.

For cause and convenience must be included.

- (i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
  - (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
  - (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
  - (3) Compliance 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 subgrantees)

- (4) Compliance with the Copeland ``Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the 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.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## **2.32 COMPLIANCE WITH ORDERS AND LAWS**

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

**Executive Order 11246**, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

**Occupational, Safety and Health Act (OSHA)**, as applicable to this RFP.

**The State of Florida Statutes Section 287.133(3) (A) on Public Entity Crimes.**

**Environment Protection Agency (EPA), as applicable to this RFP.**

**Uniform Commercial Code (Florida Statues, Chapter 672), as applicable to this RFP.**

**Americans with Disabilities Act of 1990, as amended.**

**National Institute of Occupational Safety Hazzards (NIOSH), as applicable to this RFP.**

**National Forest Products Association (NFPA), as applicable to this RFP.**

**City Ordinance No. 2006-17, as applicable to this RFP**

**Conflict of Interest and Code of Ethics Ordinance No. 2004-49, as applicable to this RFP**

**Cone of Silence, City Provision Code, Sec 2-1059, as applicable to this RFP**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment, as applicable to this RFP**

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contracts(s).

Copy of City Ordinances may be obtained from the City Clerk's Office

### **2.33 COPYRIGHT OR PATENT RIGHTS**

Proposers warrant that there has been no violation of copyright or patent rights in manufacturing producing, or selling the goods shipped or ordered as a result of this RFP, and agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

### **2.34 CONE OF SILENCE**

Per Article X of the City of Coral Gables Procurement Code a "Cone of Silence" is defined to mean a prohibition on: any communication regarding a particular Request for Proposals ("RFP"), Request for Qualifications ("RFQ"), Invitations for Bids ("IFB") or any other advertised solicitation between a potential, offeror, vendor, service provider, bidder, lobbyist, or consultant and City professional staff, selection committee or evaluation committee members; and any communication regarding a particular RFP, RFQ, IFB or any other advertised solicitation between the City Commissioners or respective staffs and any member of the City's professional staff, selection committee, or evaluation committee members.

- Complete chapter on Cone of Silence on page # 21

### **2.35 PROTEST PROCEDURES**

#### **Protest of Solicitations:**

Per Article VI of the City of Coral Gables Procurement Code, any actual or perspective bidder or offeror who perceives itself aggrieved in connection with a solicitation of a contract may file a written protest with the City Clerk within five (5) business days prior to the date set for opening of bids or receipts of proposals.

Protest of Award; Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the City Clerk. The protest shall be filed within three (3) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

Filing Fees; Within three (3) business days after filing the written protest, the protestor must submit to the City Clerk a filing fee in the form of Money Order or Cashier's Check payable to the City of Coral Gables, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00 whichever is less.

- *Complete chapter on Formal Solicitations Protest Procedures on page # 31*

## **2.36 ORDER OF PRECEDENCE**

Any inconsistency in this RFP shall be resolved by giving precedence to the following documents, the first of such list being the governing document:

Addenda (as applicable)  
Scope of Work (Section 5.0)  
General Conditions (Section 2.0)  
Instruction to Proposers (Section 1.0)

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**We/I, the undersigned do hereby state that we/I have read and understand all the General Conditions stated above.**

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_  
**Please type or Print Name:**

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# **CITY OF CORAL GABLES**

## **SECTION 3.0** **FORMS**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

**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 \_\_\_\_\_  
[print name of the public entity]

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

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

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

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with 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. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

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

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

**[attach a copy of the final order]**

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

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[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

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

## CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

(a) *Purpose and intent:* The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed. It is further the intent of this ordinance that commissioners communicate with only the city manager or city attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").

(b) Cone of Silence is defined to mean a prohibition on:

- (1) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;
- (2) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between the city commissioners and city department heads, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

- (1) The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.
- (2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process; written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.

(d) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, and the city attorney.

(e) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney, and potential offerors, vendors, service providers, lobbyists, or consultants.

(f) After the selection committee has submitted its written recommendations to the city manager, the city manager or assistant city manager may communicate with the chairperson of the committee on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(g) *Procedure*

- (1) *Imposition:* A cone of silence shall be imposed upon each request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

(2) *Termination:* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

(h) *Penalties:* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this article by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist, or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

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Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Please sign and type or Print Name:

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

## **CONFLICT OF INTEREST AND CODE OF ETHICS**

### **Sec. 2-222. Designation**

This article shall be designated and known as the "City of Coral Gables Conflict of Interest and Code of Ethics Ordinance". This article shall be applicable to all city personnel as defined below, and shall constitute a standard of ethical conduct and behavior for all autonomous personnel, quasijudicial personnel, advisory personnel, and departmental personnel. The provisions of this article shall be applied in a cumulative manner.

### **Sec. 2-223. Declaration of policy**

Our government is a representative democracy. Those who are elected, appointed, hired, and volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The city adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials, and employees.

### **Sec. 2-224. Purposes of article**

The purpose of this article is to:

- (1) State principles of ethics that are to be applied to municipal public servants, beyond those required by the state and this article;
- (2) Inform public servants and the public of the minimum standards to which public servants and vendors must adhere;
- (3) Promote public confidence in the integrity of public servants;
- (4) Encourage members of the public to seek public office or employment, to serve on public boards, to assist public servants as volunteers and to take pride in participating in the governmental process;
- (5) Establish certain fair campaign practices; and
- (6) Establish penalties, as appropriate, for public servants who violate the public trust.

### **Sec. 2-225. Definitions**

For the purposes of this article, the following terms, phrases and words shall have the meanings given herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning provided under either the county ethics ordinances or state ethics statutes and if no meaning is provided, then their common and ordinary meaning unless the context suggests otherwise.

*Advisory personnel* means the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission such as the landscape beautification advisory board, library advisory board, traffic advisor board, board of adjustment, planning and zoning board and parks and recreation advisory board.

*Autonomous personnel* mean the members of autonomous authorities, boards, and agencies, such as the code enforcement board, the retirement board and the construction regulation board.

*Benefit* means anything:

- (1) Having a monetary value in excess of \$100.00;
- (2) Regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public servant in the performance or nonperformance of an official action; or
- (3) Regardless of its monetary value, which, under the circumstances, a reasonably prudent person in the position of the public servant to whom the thing is or may be offered would recognize as being likely to be intended to influence the public servant in the performance or nonperformance of an official actions.

The term "benefit" includes, but is not limited to, a valuable act, advance, award, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, fringe benefit, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

*Candidate* means an individual who is a candidate for elective municipal office, as defined in the city Charter, or an applicant for an appointive municipal position.

*Commissioners* mean the mayor and the members of the city commission.

*Compensation* means to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

*Contribution* is:

- (1) A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.
- (2) A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.
- (3) The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.
- (4) The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.

*Controlling financial interest* means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

*Departmental personnel* means the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

*Employees* means all persons, other than an elected public officer, employed and paid a salary to work for the city, whether full-time, part-time, or on a contract basis, and all volunteers notwithstanding the fact that they are unpaid. This article shall apply to independent contractors who perform services for the city as contract inspectors.

*Immediate family* means the spouse, parents, children, brothers and sisters of the person involved.

*Quasijudicial personnel* means the members of the encroachment committee, planning and zoning board, the board of adjustment, the code enforcement board and such other individuals, boards and agencies of the city as perform quasijudicial functions.

*Transact any business* means the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

*Vendor* means a person whether individually or through a corporation, who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager, procurement department, or other city department's approved vendor list.

## **Sec. 2-226. Gifts.**

(a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item, or promise, or in any other form, without adequate and lawful consideration.

(b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:

- (1) Political contributions specifically authorized by state law;
- (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;

- (3) Awards for professional or civic achievement;
- (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature.

(c) *Prohibitions.* A person described in section 2-225 shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the terms defined in section 2-225, to accept or agree to accept from another person or entity, any gift for or because of:

- (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- (3) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in section 2-225; or
- (4) Attendance or absence from a public meeting at which official action is to be taken.

(d) *Disclosure.* All advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, immediate family, and quasijudicial personnel shall disclose any gift, or series of gifts from any person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112 for "local officers" with the city clerk simultaneously with the filing of the form with the city clerk, the county clerk, and the secretary of state.

**Sec. 2-227. Exploitation of official position prohibited.**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the city commission.

**Sec. 2-228. Prohibition on use of confidential information**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever usesuch information, directly or indirectly, for personal gain or benefit.

**Sec. 2-229. Conflicting employment prohibited.**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept other employment, which would impair independence of judgment in the performance of any public duties.

**Sec. 2-230. Prohibition on outside employment**

- (a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:
  - (1) *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
  - (2) *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subsection (a)(3) of this section is obtained.
  - (3) *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head or the city manager where the employee is a department head who shall maintain a complete record of such employment.

(b) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk no later than 12:00 noon on July 1 of each year. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

**Sec. 2-231. Prohibited investments**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel or through a member of their immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

**Sec. 2-232. Certain appearances and payment prohibited.**

(a) No commissioner, departmental personnel, or employees shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(b) No advisory personnel, autonomous personnel or quasijudicial personnel shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third-party that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.

(c) No advisory personnel, autonomous personnel or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the city commission to testify as an affected party.

**Sec. 2-233. Actions prohibited when financial interests involved.**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

**Sec. 2-234. Acquiring financial interests**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

## **Sec. 2-235. Recommending professional services**

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

## **Sec. 2-236. Continuing application after city service**

- (a) No commissioner, departmental personnel or employees shall, for a period of two years after his city service or employment has ceased, lobby any city official (meaning advisory personnel, autonomous personnel, commissioner, departmental personnel, employees, or quasijudicial personnel), in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after their service has ceased.
- (b) The provisions of subsection (a) of this section shall not apply to persons who become employed by governmental entities, 501(c)(3) nonprofit entities, educational institutions or entities, and who lobby on behalf of those entities in their official capacities.
- (c) The provisions of this subsection shall apply to all persons described in subsection (a) of this section whose city service or employment ceased after the effective date of the ordinance from which this article is derived.

## **Sec. 2-237. City attorney to render opinions on request**

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, or quasijudicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the city is in doubt as to the applicability of the article, that person may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission.

## **Sec. 2-238. Proceedings by the county commission on ethics and the state commission on ethics**

Upon the request by the city, the county commission on ethics and the state commission on ethics may abate proceedings on any complaint, which is filed by the same complainant against the same respondent, and involving substantially identical facts, until the city completes its proceedings on the complaint. The ethics commission may also refer complaints to the city for review of any violation filed with the ethics commission. The city shall promptly notify the county commission on ethics and the state commission on ethics when it learns that a substantially identical compliant has been filed with either of those agencies and request that their proceedings be abated until the conclusion of the city's proceedings.

## **Sec. 2-239. Penalties and personnel action**

The city manager may take personnel action and may enter into stipulations and settlements as are just and in the best interest of the citizens of the city. Contracts awarded in violation of this article may be voided by the city commission. Any administrative or commission approval obtained may also be voided by the city commission.

## **Sec. 2-240. Fair campaign practices.**

- (a) Any person, who is the principal of a vendor to the city who contributes to the campaign of a candidate or the campaign committee of a candidate for the office of mayor or city commissioner shall file a disclosure form with the office of the city clerk within 20 days of making said contribution. The term "principal" shall encompass all individuals who meet the provisions of the term "controlling financial interest." The date of the contribution shall be the earlier of either the date of the contribution check or the date of deposit of said check in the campaign fund. The disclosure form shall require, at a minimum, the name, and address of the individual making the contribution, the name of the company which has a contract with the city, and the amount of the contribution, as well as the name of the candidate or campaign committee to whom the contribution was made.

(b) A fine of \$500.00 shall be imposed on every person that violates this prohibition, and fails to correct such violation within 20 calendar days of notification by the city clerk. Each act of soliciting, giving or receiving a contribution in violation of this subsection shall constitute a separate violation. All contributions received by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

#### **Sec. 2-241. Procedure on complaint of violation**

(a) *Legally sufficient complaint.* An investigation of an alleged violation of any ethics provisions of the city Code, by any person included in the terms defined in section 2-225, except the city commission, city manager, assistant city manager, city clerk, city attorney and their immediate family, shall be initiated upon receipt by the city manager of a written complaint which alleges the elements of a violation, is based substantially upon the personal knowledge of the complainant and signed under oath or affirmation by the complaining person, and is legally sufficient to state a possible violation of this chapter. Within five days after receipt, the city manager shall send a copy of a complaint to the alleged violator. The city attorney shall make the determination of legal sufficiency within 20 days. If the complaint is determined to be legally insufficient, the city attorney shall state the reasons for the finding in writing and report the determination to the complainant, the alleged violator, or respondent, and the city commission.

(b) *Complaints against mayor, commissioner or city officials.* A complaint against a commission member, city manager, assistant city manager, city clerk, city attorney and their immediate family shall be referred to the commission on ethics and public trust.

(c) *Prospective jurisdiction.* Any alleged violation committed before the effective date of the ordinance from which this article is derived, shall be governed by the applicable city, county, and state code of ethics ordinances, conflict of interest ordinances or lobbyist registration and reporting ordinances in effect at the time of the alleged violations.

(d) *Personnel proceeding.* Where an employee of the city is alleged to have violated a law within the purview of this article, and based upon the same set of facts, is subject to an ongoing disciplinary action initiated by the city, the city attorney and city manager shall stay consideration of a complaint until the conclusion of the personnel proceeding.

(e) *Statute of limitations.* No action may be taken on a complaint filed more than one year after the violation is alleged to have accrued.

(f) *Termination of proceeding.* A proceeding on a complaint shall terminate in the event the respondent dies in office, leaves office for any reason or is permanently separated from employment with the city, or enters into a settlement agreement with the city manager.

(g) *Appeal and judicial review.* An aggrieved respondent may appeal an adverse finding of a violation to the city commission. Review by the city commission shall be on the record and limited to determining whether the:

- (1) Respondent was afforded procedural due process;
- (2) Findings of fact are supported by substantial competent evidence; and
- (3) Conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the city commission before seeking review by the circuit court for the county. Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure.

#### **Sec. 2-242. Applicability.**

The requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance shall not be applicable to the City of Coral Gables except as provided in the city's Code of Ethics Ordinance.

#### **Sec. 2-243. Lobbying.**

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Expenditure:* A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying.

*Lobbyist:* An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any city commissioner; (b) any action, decision, recommendation of the city manager, any city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council; or (c) any action, decision or

recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeable will be heard or reviewed by the city commission, or a city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council.

*Person:* Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

*Principal:* The person which has employed or retained the services of a lobbyist.

(b) *Registration.* All lobbyists shall, before engaging in lobbying activities, register annually with the city clerk. Every person required to so register shall:

- (1) Register on a form prepared by the city clerk;
- (2) Pay an annual registration fee of \$150.00; and
- (3) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the city.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms, although no additional fee shall be required for such amendment. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.

Separate annual registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. No additional fee shall be required for each issue.

Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

The registration fees required by this section shall be deposited by the city clerk for the purpose of recording, transcribing, administration, and other costs incurred in maintaining these records for availability to the public.

The city clerk shall waive the fee requirements of this section upon a finding of financial hardship, based upon the sworn statement of the applicant.

(c) *Exceptions to registration.* The following shall not be required to register under this section:

- (1) Any public official or city staff discussing matters relevant to their official duties;
- (2) Any person who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;
- (3) Any person requested to appear before the city commission, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee or such person;
- (4) Any person under contract with the city who communicates with any public official or city staff regarding issues related only to the performance of their services under contract; and
- (5) Any person who has been designated and is so recognized by the city as a representative of a collective bargaining unit composed of city employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bone fide news media; a person who merely appears before, the mayor, city commission, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation.

(d) *Reporting requirements.*

- (1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the

lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.

(2) The city clerk shall keep a current list of registered lobbyists and the reports required under this section which shall be open to the public for inspection.

(e) *Investigation of violations and penalties.* The office of the city clerk shall submit a report to the city attorney and city commission as to those lobbyists who have failed to comply with the registration and/or the annual filing requirement of this section. The office of the city attorney shall investigate any person engaged in lobbying activities which is reported to be in violation of the registration or reporting requirements. A report of the city attorney's findings shall be provided to the city commission and to the alleged violator. If the city commission finds that a person is in violation of this section, that person may be reprimanded, suspended or prohibited from lobbying before the city commission, a city board, a city committee, or members thereof, city manager or city staff for a period not to exceed two years.

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Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: \_\_\_\_\_ TITLE: \_\_\_\_\_  
Please sign and type or Print Name:

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

## **FORMAL SOLICITATIONS PROTESTS**

(a) *Right to protest on formal solicitations:* The following procedures shall be used for resolution of protested formal solicitations and awards.

(b) *Protest of solicitations:* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals.

(c) *Protest of award:* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

(d) *Authority to resolve protests:* The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city commission. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city commission for approval or disapproval thereof.

(e) *Stay of procurements during protests:* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (d) above, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

(f) *Filing fee:* Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

(g) *Entitlement to costs:* In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.

(h) *Compliance with filing requirements:* Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

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Proposer must complete, sign, and enclose Formal Solicitations Protest documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:

TITLE:

Please sign and type or Print Name:

COMPANY:

DATE:

## **VENDOR BACKGROUND INFORMATION**

DATE: \_\_\_\_\_

1. Legal Name of Company: \_\_\_\_\_
2. Doing Business as: \_\_\_\_\_
3. Name of Owner: \_\_\_\_\_
4. Street Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
5. Remittance Address: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_
6. Telephone: \_\_\_\_\_ 7. Fax: \_\_\_\_\_
8. Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_
9. Type of Organization: (circle one)  

A: Private for Profit	D: Corporation
B: Private-Non-Profit	E: Partnership
C: Association	F: Sole Proprietorship
10. Primary Business Classification:  

A: Prime Contractor	D: Sub-Contractor
B: Wholesaler	E: Manufacturer
C: Retailer	F: Services
11. Years Company has been engaged in current business: \_\_\_\_\_
12. Principal Officers:  

A: Chief Executive Officer: _____	_____
B: Chief Financial Officer: _____	_____
C: General Manager: _____	_____
13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:  
Name \_\_\_\_\_  
Social Security #: \_\_\_\_\_
14. List current licenses held: \_\_\_\_\_  

A: State of Florida _____	_____
B: Dade County Occupational License _____	_____
C: City of Coral Gables Municipal License _____	_____
D: Other _____	_____
15. Federal Employer ID #: \_\_\_\_\_

16. List commodities you will supply the City, (submit a line sheet if needed)

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This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

#### LICENSES

17. County or Municipal Occupational License Number (attach a copy):

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18. Occupational License Classification:

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19. License Expiration Date:

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20. State License Number (attach a copy):

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#### INSURANCE

21. Name of Insurance Carrier:

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22. Type of Coverage:

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23. Limits of Liability:

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24. Coverage/Policy Dates:

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25. Name of Insurance Agent:

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Agent(s) telephone including area code:

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#### EXPERIENCE

26. Number of years your organization has been in business:

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27. Number of years experience your organization has been in operations for the type of service required by the specifications of the Proposal:

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28. **Experience Record:** List past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

#### FIRM NAME/ADDRESS

#### DATE OF JOB

#### DESCRIPTION OF JOB

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29. **References:** List references that may be contacted to ascertain experience and ability of Proposer:

NAME/FIRM	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER

30. PROVIDE ANY ADDITIONAL INFORMATION AS TO QUALIFICATIONS AND/OR EXPERIENCE, ATTACH DOCUMENTATION TO THIS FORM:

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Company Owner

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority \_\_\_\_\_  
(Name of individual signing)

who, after being sworn by me, affixed signature in the space provided above on this

date of \_\_\_\_\_, 20\_\_\_\_\_

commission expires: \_\_\_\_\_ Notary Public

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES  
AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

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[Signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_

or produced identification: \_\_\_\_\_ Notary Public, State of \_\_\_\_\_

\_\_\_\_\_ My Commission Expires \_\_\_\_\_  
[Type of Identification]

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[Printed, typed or stamped  
commissioned name of  
Notary Public]

## CERTIFIED RESOLUTION

I, \_\_\_\_\_, duly elected Secretary of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

**IT IS HEREBY RESOLVED** that \_\_\_\_\_ (insert name), the duly elected \_\_\_\_\_ (insert title of officer) of \_\_\_\_\_ submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(SEAL) By: \_\_\_\_\_, Secretary

\_\_\_\_\_  
Name of Corporation

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver  
in the presence of:

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Witness (Print Name)

**FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM**

**DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_**

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
  - \_\_\_\_ (a) Maintaining, defending, or settling any proceeding.
  - \_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
  - \_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

(I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust  
(II) \_\_\_\_\_ Sole Proprietorship or Self Employed

**NOTE:** This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

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PROPOSER'S CORRECT LEGAL NAME

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SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

## CITY OF CORAL GABLES

### PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

#### CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

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

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

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name in which business is transacted and the address of the place of business.

The name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

c. President's: \_\_\_\_\_

d. Vice President's: \_\_\_\_\_

e. Secretary: \_\_\_\_\_

f. Treasurer: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_  
\_\_\_\_\_

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

a. Date of organization: \_\_\_\_\_

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

c. State whether general or limited partnership: \_\_\_\_\_

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

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

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

a. Under what other former names has organization operated?

7. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

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8. Have you personally inspected the site of the proposed work?

(Y) \_\_\_\_ (N) \_\_\_\_

9. Do you have a complete set of documents, including drawings and addenda?

(Y) \_\_\_\_ (N) \_\_\_\_

10. Did you attend the Pre-Proposal Conference if any such conference was held?

(Y) \_\_\_\_ (N) \_\_\_\_

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?  
(Please provide the name and contact information of the entity which was involved)

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a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

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12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

13. State the name of individual who will have personal supervision of the work:

\_\_\_\_\_  
Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: \_\_\_\_\_
- b. Type of Coverage: \_\_\_\_\_
- c. Limits of Liability: \_\_\_\_\_
- d. Coverage/Policy Dates: \_\_\_\_\_
- e. Name of Insurance Agent(s): \_\_\_\_\_
- f. Agent(s) telephone including area code: \_\_\_\_\_

14. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?

\_\_\_\_\_  
15. Has your insurance coverage ever been cancelled for any other reason? \_\_\_\_\_

If so, what was the reason? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Offerer's Certification

### WHEN OFFERER IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offerer hereto has executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Partnership

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature of General or Managing Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Telephone Number

\_\_\_\_\_  
State of Registration

State of Florida  
County of \_\_\_\_\_

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

**WITNESS** my hand  
and official seal

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF FLORIDA**

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

\_\_\_\_\_  
Personally known to me or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

**DID** take an oath, or **DID NOT** take an oath

**Offerer's Certification**

**WHEN OFFERER IS A CORPORATION**

**IN WITNESS WHEREOF**, the Offerer hereto has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Corporation

\_\_\_\_\_  
Print State of Incorporation

(CORPORATE SEAL)

By: \_\_\_\_\_  
Signature of President /other Authorized Officer

\_\_\_\_\_  
Print Name of President/other Authorized Officer

ATTEST:

\_\_\_\_\_  
Address of Corporation

\_\_\_\_\_  
City/State/Zip

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

\_\_\_\_\_  
Business Telephone Number

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by

\_\_\_\_\_  
(Name of Corporate Officer(s) and Title(s))

of \_\_\_\_\_ on behalf of the Corporation.  
(Name of Corporation and State of Place of Incorporation)

**WITNESS** my hand  
and official seal

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF FLORIDA**

**NOTARY PUBLIC  
SEAL OF OFFICE:**

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

**DID** take an oath, or **DID NOT** did not take an oath

### Offerer's Certification

#### **WHEN OFFERER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME**

**IN WITNESS WHEREOF**, the Offerer here to has executed this Proposal Form this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print Name of Firm

By: \_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Telephone Number

State of Florida  
County of \_\_\_\_\_

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

WITNESS my hand  
and official seal

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF FLORIDA**

#### **NOTARY PUBLIC SEAL OF OFFICE:**

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

\_\_\_\_\_  
Personally known to me, or  
Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

**DID** take an oath, or **DID NOT** did not take an oath

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_) )ss.  
County of \_\_\_\_\_)

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

- (1) Affiant is the \_\_\_\_\_,  
**(Owner, Partner, Officer, Representative or Agent)** of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) Affiant is fully informed respecting 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 and 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 or 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 price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**City of Coral Gables**  
**Vendor Performance Evaluation**

**Date:** \_\_\_\_\_ **Department / Division:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Resolution No.:** \_\_\_\_\_ **Resolution Date:** \_\_\_\_\_

**Good:** \_\_\_\_\_ **Services:** \_\_\_\_\_ **P.O. #:** \_\_\_\_\_ **Amount \$:** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_ **Term of Contract:** \_\_\_\_\_

**Additional information:** \_\_\_\_\_

**For the past three months the goods and/or services provided have been:**

**Excellent:** \_\_\_\_\_ **Satisfactory:** \_\_\_\_\_ **Needs Improvement:** \_\_\_\_\_ **Unsatisfactory:** \_\_\_\_\_

**If goods and/or services need improvement or are unsatisfactory, please explain:**

\_\_\_\_\_

\_\_\_\_\_

**If applicable, please check your request to extend or not extend this contract: YES:        NO:**

**Evaluated by:** \_\_\_\_\_ **Name and Title** \_\_\_\_\_ **Department** \_\_\_\_\_ **Date** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_ **Name and Title** \_\_\_\_\_ **Department** \_\_\_\_\_ **Date** \_\_\_\_\_

**COMMENTS: Do you have recommendations on how to improve this contract? YES:        NO:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **DRUG-FREE WORK PLACE FORM**

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

(Name of Business)

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

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

---

Proposer's Signature

---

Date

**I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.**

---

Signature

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ and whose name(s) is/are subscribes to  
**(Name(s) of individual(s) who appeared before notary)**  
the within instrument, and acknowledge it's execution.

---

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

---

(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)

Personally known to me, or  
Produced identification:

---

(Type of Identification Produced)

**CITY OF CORAL GABLES  
LOBBYIST – ISSUE APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:** Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:** To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:** During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

**IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Your Name: (Print) \_\_\_\_\_ **LOBBYIST**

Your Business Name: (Print) \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Business Address: \_\_\_\_\_

Client you are representing on this issue: \_\_\_\_\_

Name of Client: (Print) \_\_\_\_\_

Client's Address: \_\_\_\_\_

Name of Corporation, Partnership, or Trust: (Print) \_\_\_\_\_

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print) \_\_\_\_\_

**ISSUE:** Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

**ADDITIONAL CLIENTS:** You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
**Print Name of Lobbyist**  
perjury that all the facts contained in this Application are true and that I am aware that these  
requirements are in compliance with the provisions of Dade  
County Code Sec. 2-11.1(s) governing Lobbying.

Date: \_\_\_\_\_

---

**Signature of Lobbyist**

\$125.00 Appearance Fee Paid: \_\_\_\_\_ Received by \_\_\_\_\_

Fees Waived for Not for Profit Organization (documentary proof attached) \_\_\_\_\_

Additional Client Application Attached: \_\_\_\_\_

**CITY OF CORAL GABLES  
LOBBYIST  
BIENNIAL REGISTRATION APPLICATION**

**HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?**

**CITY OFFICIALS:** Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

**FOR THIS PURPOSE:** To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

**TIME PERIOD:** During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

**IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.**

Name: (Print) \_\_\_\_\_ **LOBBYIST**

Business Name: (Print)

Business Telephone Number:

**Business Address:** \_\_\_\_\_

State the extent of any business or professional relationship with any current member of the City Commission.

**PRINCIPALS REPRESENTED:** List here all principals currently represented by you, including address and telephone number:

**ANNUAL REPORT:** On July 1<sup>st</sup> of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

**NOTICE OF WITHDRAWAL:** If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

**BIENNIAL LOBBYIST REGISTRATION FEE:** This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I \_\_\_\_\_ hereby swear or affirm under penalty of  
(Print Name of Lobbyist)  
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)  
governing Lobbying and that all of the facts contained in this Registration  
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist  
Registration Fee on or before October 1, 2000 and on or before October 1,  
of each even-numbered year thereafter, if I continue as an active Lobbyist in  
the City of Coral Gables.

---

Signature of Lobbyist

STATE OF FLORIDA      )  
                            }  
COUNTY OF DADE      )

BEFORE ME personally appeared \_\_\_\_\_ to me well known and known to me to be the  
person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_  
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this \_\_\_\_\_.

\_\_\_\_\_ Personally Known

\_\_\_\_\_ Produced ID

---

Notary Public  
State of Florida

\$500.00 Fee Paid \_\_\_\_\_

Received By \_\_\_\_\_

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) \_\_\_\_\_

# **CITY OF CORAL GABLES**

## **SECTION 4.0** **INSURANCE REQUIREMENTS, HOLD HARMLESS AND INDEMNIFICATION**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **4.0 INSURANCE REQUIREMENTS, HOLD HARMLESS AND INDEMNIFICATION**

Proposer shall pay on behalf of, indemnify and save the City and its officials including employees, harmless from and against all claims, liabilities, losses, fines, damages and causes of action, which may arise out of Proposer's performance under the provisions of the Contract, including all acts or omissions on the part of the Proposer, including any person performing under the Contract for or on Proposer's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the gross negligence or willful misconduct of the City and, for and against any orders, judgments or decrees, which may be entered and which may result from the Contract, unless attributable to the negligence or misconduct of the City and, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

### **INSURANCE**

Prior to Award and in any event prior to commencing work, the Contractor shall procure, and provide the City with certified copies of all insurance policies providing coverage as required herein and name the City as an Additional Insured. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and submit to the City's Risk Management Division, Human Resources. The limits of coverage of insurance required shall not be less than the following:

#### **4.1 Property Insurance**

Insurance covering all Proposer improvements and contents against loss or damage by fire, lightning, windstorm and against loss or damage by all other risks covered by the broadest Extended Coverage Endorsement commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the Proposer improvements and contents without deduction for depreciation or wear and tear. Coverage shall be provided on an "Agreed Amount" basis "Not subject to a Co-Insurance Clause" for an amount equal to the total replacement cost of Proposer improvements and contents. All policies described in this subparagraph shall include all personal property furnished or installed on the Proposer Improvements and owned by or leased to the Proposer.

#### **4.2 Worker's Compensation Insurance**

Worker's Compensation for all employees of the Proposer as required by Florida Statute 440, and Employer's Liability insurance with limits not less than \$1,000,000.00. For work that is contracted by Proposer to a Contractor, the Proposer shall require the Contractor to provide Worker's Compensation insurance of all of the Contractor's and sub-contractor's employees.

#### **4.3 Automobile Liability**

Automobile insurance covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

#### **4.4 Comprehensive General Liability Insurance**

General liability insurance in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, fire damage legal liability, contractual liability, products and completed operations, with a minimum of \$2,000,000.00 in aggregate.

**City of Coral Gables must be shown as an Additional Insured with respect to this coverage.**

**Insurance coverage in effect by Proposer to fully cover the City of Coral Gables to replace at current rates all applicable City owned inventory products, parts, equipment, supplies and other City owned property accessed by, or utilized by, successful Proposer.**

**ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL GABLES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THIS CONTRACT.**

Insurance companies selected must be acceptable to the City. All of the policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days written notice has been given to City by certified mail to the City Manager.

**BINDERS ARE UNACCEPTABLE.**

**All policies shall contain waiver of subrogation against City of Coral Gables where applicable, shall expressly provide that such policy or policies are primary over and other collective insurance that City may have.**

1. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability A+.

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

The company must be rated no less than "A" as to management, and no less than class "VIII" as to financial strength, by the latest edition of Best Key Rating Insurance Guide or other acceptable reference, and must hold a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

2. The City, at its option, may allow a Contractor to be self-insured for one or more lines of coverage. In such instances, the Contractor shall demonstrate to the Risk Management Division of the City that it has adequate financial resources to defend and cover claims in the amounts and categories as required by the Risk Management Division of the City.

Said policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

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

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contractual period, including any and all renewal option terms that may be granted to the Proposer.

If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the City of Coral Gables at a minimum of thirty (30) calendar days in advance of such expiration.

3. The City shall have the authority to increase or decrease the policy limits set forth above upon sixty (60) days written notice to the Contractor. Within sixty (60) days from receipt of a notice to increase its policy limits, the Contractor shall submit to the City proof of such increased coverage.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City may:

- (a) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Request for Proposal, and
- (b) At its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Proposer in conjunction with the General Terms and Conditions of the Invitation to Request for Proposal.

4. An insurance policy obtained in compliance with the Contract is subject to the approval of the City.
5. The City may require the policy to be changed to reflect changing liability limits. Contractor shall immediately advise the City of actual or potential litigation that may develop that would affect insurance coverage related to a municipal contract.
6. An insurer has no right of recovery against the City. The required insurance policies shall protect the Contractor and the City. The insurance shall be primary coverage for losses covered by the policies.
7. The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees to no recourse against City for payment or assessments in any form on any policy of insurance.
8. The Contractor shall provide proof to the City of compliance with this section no later than thirty (30) days from the date of the Commission resolution approving the Award of Contract. Failure to provide the City with proof of insurance within the prescribed time period will render the contract null and void without further action by the City.

As between City and the Proposer, any types or amounts of insurance obtained by Proposer for the purpose herein, Proposer shall not sever or limit its obligation to City as provided in the Agreement.

---

**Proposer must complete, sign, and enclose Insurance Requirements, to ensure the proper intent to comply. Failure to complete, sign and return this form may disqualify your response.**

SIGNED:

TITLE:

Please sign and type or Print Name:

COMPANY:

DATE:

## **CITY OF CORAL GABLES MINIMUM INSURANCE REQUIREMENTS**

Pursuant to the City of Coral Gables Code, Chapter 2 - Administration, Sec. 2-1007 Insurance requirement, regulations shall be promulgated requiring the contractor and all subcontractors provide adequate insurance coverage for the duration of the contract. The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval. The type of coverage required shall not be less than the following:

### **4.5 Insurer Requirements**

The Contractor and/or Vendor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

### **4.6 Type of Coverage & Limit of Liability Required**

- a. Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

4.6.01 Workers' Compensation - Coverage A  
-Statutory Limits (State or Federal Act)

4.6.02 Employers' Liability - Coverage B  
- \$1,000,000 Limit - Each Accident  
- \$1,000,000 Limit - Disease each Employee  
- \$1,000,000 Limit - Disease Policy Limit

- b. Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

4.6.03 Each Occurrence Limit - \$1,000,000  
4.6.04 Fire Damage Limit (Damage to rented premises) - \$100,000  
4.6.05 Personal & Advertising Injury Limit - \$1,000,000  
4.6.06 General Aggregate Limit - \$2,000,000  
4.6.07 Products & Completed Operations Aggregate Limit \$2,000,000

**c. Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

- 4.6.08 Any Auto (Symbol 1)
- 4.6.09 Combined Single Limit (Each Accident) - \$1,000,000
- 4.6.10 Hired Autos (Symbol 8)
- 4.6.11 Combined Single Limit (Each Accident) - \$1,000,000
- 4.6.12 Non-Owned Autos (Symbol 9)
- 4.6.13 Combined Single Limit (Each Accident) - \$1,000,000

**d. Property Insurance** is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

#### **4.7 Minimum Required Form of Coverage (shall be at least as broad as):**

**a. Workers Compensation**

The standard form approved by the State of Jurisdiction

**b. Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

**c. Commercial Auto Liability**

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent

**d. Property Insurance**

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

#### **4.8 Required Endorsements**

**a. Special Municipality Endorsement for the City of Coral Gables**

**b. Or the following endorsements with City approved language**

- 4.481 Additional Insured
- 4.8.2 Waiver of Subrogation
- 4.8.3 Thirty (30) Day Notice of cancellation or non-renewal

Notice must be addressed as follows:

CITY OF CORAL GABLES  
RISK MANAGEMENT DIVISION  
2801 SALZEDO STREET, SECOND FLOOR  
CORAL GABLES, FL 33134

- 4.8.4 Primary & Non-contributory
- 4.8.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.
- 4.8.6 The City of Coral Gables shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

#### **4.9 Verification of Coverage**

- a. Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division or City Attorney’s Office. All of the provisions above must be met and evidenced on the certificate of insurance and copies of all endorsements must be received by the Risk Management Department within 30 days of the issue date of the certificate of insurance.
  - 4.9.1 The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - 4.9.2 The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - 4.9.3 The city reserves the right to require additional insurance requirements at any time during the course of the agreement

#### **4.10 Waiver of Insurance Requirements**

Should the Contractor or Vendor not be able to comply with any of these insurance requirements for any reason, the contractor and/or vendor must write a letter to the Risk Management division on their letter head requesting that a waiver of insurance requirement be granted. The requested waiver will be evaluated by the Risk Management division and forwarded to the City Attorney for evaluation.

The Contractor and/or Vendor is encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses you have executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability are required to be obtained.

---

We/I, the undersigned, do hereby state that we/I have read and understood the City of Coral Gables Minimum Insurance Requirements

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

\_\_\_\_\_  
(Please type or Print Name)

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



**SPECIAL MUNICIPALITY ENDORSEMENT**  
**For the City of Coral Gables**

ENDORSEMENT #

DATE ISSUED

**1. PRODUCER INFORMATION**

Agent: \_\_\_\_\_

License #: \_\_\_\_\_

Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

**2. NAMED INSURED INFORMATION**

Named Insured: \_\_\_\_\_

DBA's: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Legal Entity:  Individual  Partnership LLC  Corp  Other: \_\_\_\_\_**3. POLICY INFORMATION**

Endorsement Effective Date : (12:01 A.M.)

Policy Number: \_\_\_\_\_

Policy Period: \_\_\_\_\_ to \_\_\_\_\_

Name of Insurer: \_\_\_\_\_

Name of MGA/Broker: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**4. TYPE OF INSURANCE** (select the applicable coverage) General Liability  Auto Liability  Excess/Umbrella**5. APPLICABILITY**

This insurance pertains to the operations, activities, and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Coral Gables unless checked here.  If the box above is marked, only the following specific agreements, leases, and/or permits with the City of Coral Gables, are covered:

**6. GENERAL LIABILITY** (Select all that apply)

Commercial General Liability  
 Owners And Contractors Protective (OCP)  
 Other: \_\_\_\_\_  
 Claims Made Form  Occurrence Form  
 Loss adjustment is included within the limit  
 Underground & Collapse Hazard Included  
 Deductible \$ \_\_\_\_\_  
 Applies per Occurrence  Applies per Claim  
 Self-Insured Retention \$ \_\_\_\_\_  
 Applies per Occurrence  Applies per Claim  
 Stop-Loss/Aggregate \$ \_\_\_\_\_  
 Retroactive Date: \_\_\_\_\_  
 \_\_\_\_\_

**LIMITS**

Each Occurrence	\$ _____
Damage To Rented Premises	\$ _____
Medical Expense	\$ _____
Personal & Advertising Injury	\$ _____
General Aggregate	\$ _____
Products – Comp/ Op Aggregate	\$ _____
Employee Benefits E&O	\$ _____
Hired & Non-Owned Auto	\$ _____
Professional Liability	\$ _____

(Select at least one of the following)

General Aggregate Limit Applies Per Project  
 General Aggregate Limit Applies Per Location  
 General Aggregate Limit Applies Per Policy

**7. AUTO LIABILITY** (Select all that apply)

Any Auto  
 All Owned Autos (PPT)  
 All Owned Autos (Other Than PPT)  
 Scheduled Autos  
 Hired Autos  Non-Owned Autos

Combined Single Limit (each accident)	\$ _____
Bodily Injury (Per Person)	\$ _____
Bodily Injury (Per Accident)	\$ _____
Property Damage	\$ _____
<input type="checkbox"/> D.O.C. Coverage Included	<input type="checkbox"/> Broadened PIP Included

**AUTHORIZED REPRESENTATIVE**

City of Coral Gables  
Risk Management Division  
2801 Salzedo Street, Second Floor  
Coral Gables, Florida 33134  
305-460-5528 Phone  
305-460-5518 Fax  
msparber@coralgables.com

Agent/Broker  Underwriter  Other: \_\_\_\_\_  
I, \_\_\_\_\_ (print or type name) warrant  
that I have binding authority with the above named insurance company and  
that by signing this endorsement, I am warranting that the insurance  
company named on this endorsement has authorized me to amend this  
policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker



**CITY OF CORAL GABLES**  
**CHECK LIST OF THE REQUIRED DOCUMENTS THAT MUST BE SUBMITTED**  
**FOR THE VERIFICATION OF INSURANCE COVERAGE**

**NAME OF THE INDIVIDUAL OR ENTITY:**

**CITY DEPARTMENT:** \_\_\_\_\_ **NAME OF THE CONTRACT MANAGER:** \_\_\_\_\_  
**GENERAL LIABILITY INSURANCE**

- A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- The Certificate Holder reads as follows:  
City of Coral Gables - Attn: Risk Management Division  
2801 Salzedo Street, 2<sup>nd</sup> Floor • Coral Gables, FL 33134
- The Certificate of Insurance states in the remarks section that for the coverage evidenced, the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- A copy of the Additional Insured Endorsement for the General Liability policy has been provided
- A copy of the Waiver of Subrogation Endorsement for the General Liability policy has been provided
- A copy of the Primary and Non-contributory Endorsement for the General Liability policy has been provided
- A copy of the 30 day notice of cancellation/non-renewal endorsement for the General Liability policy has been provided

**AUTOMOBILE LIABILITY INSURANCE**

- A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- The Certificate Holder reads as follows:  
City of Coral Gables - Attn: Risk Management Division  
2801 Salzedo Street, 2<sup>nd</sup> Floor • Coral Gables, FL 33134
- The Certificate of Insurance states in the remarks section that for the coverage evidenced; the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- A copy of the Additional Insured Endorsement for the Automobile Liability policy has been provided
- A copy of the Waiver of Subrogation Endorsement for the Automobile Liability policy has been provided
- A copy of the Primary and Non-contributory Endorsement for the Automobile Liability policy has been provided
- A copy of the 30 day notice of cancellation/non-renewal endorsement for the Automobile Liability policy has been provided

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

- A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- The Certificate Holder reads as follows:  
City of Coral Gables - Attn: Risk Management Division  
2801 Salzedo Street, 2<sup>nd</sup> Floor • Coral Gables, FL 33134
- The Certificate of Insurance states in the remarks section that a waiver of subrogation has been provided
- The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- A copy of the Waiver of Subrogation Endorsement for the Workers Compensation policy has been provided
- A copy of the 30 day notice of cancellation/non-renewal endorsement for the Workers Compensation policy has been provided

# **CITY OF CORAL GABLES**

## **SECTION 5.0** **SCOPE OF WORK**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **5.0 SCOPE OF WORK**

The City of Coral Gables is seeking proposals from qualified and experienced vendors for the provision of Disaster Debris Management Service in accordance with the specifications attached hereto.

The specifications attached hereto detail the scope of services and contractual requirements which will be imposed. The City reserves the right to make additional contract requirements in accordance with the direction of its City Attorney and the successful firm shall be obligated to execute a contract that provides for those additional requirements.

The proposal will be evaluated by an evaluation committee of qualified City staff and other persons selected by the City's Chief Procurement Officer. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalist for further consideration. If less than three (3) responsive proposals are received, the committee will give further consideration to all proposals.

Finalist may be required to provide an oral presentation by appearing before the evaluation committee or by conference telephone call for clarification purposes only. The committee will then score and re-rank the finalist's proposals.

The first and second ranked Proposers resulting from this process will be recommended to the City of Coral Gables City Commission for award. A third contractor may be recommended for award as a backup to the two primary Proposers. The recommended Proposers may be required to appear before the City Commission to answer questions for contract award. The City intends to task both of the primary contractors during a major debris generating event, one for the northern half of the City and one for the southern half. However, the City reserves the right to assign work at its sole discretion or to use other means to manage the debris. No guarantee of work is expressed or implied by this solicitation. All contracts are non exclusive.

Award of the contract will be based on the evaluation criteria listed below:

<b><u>Evaluation Criteria</u></b>		<b>Max Points</b>
1	Qualifications and Experience	20
2	Operational plan for the City	25
3	Resources and Availability	20
4	Past Performance	25
5	Price Proposal	10
<b>Total Points</b>		<b>100</b>

### **5.1 REQUIREMENTS OF THE PROPOSAL**

In addition to the requirement of the other sections of this proposal package, Proposals should include the sections listed below, with tabs noting each section number. Additional information regarding what should be included in each section is further defined below.

- 5.1.1 Qualifications and Experience
- 5.1.2 Operational Plan for the City
- 5.1.3 Resources and Availability
- 5.1.4 Past Performance

All information contained in the proposal is to be relied upon by the City in awarding the contract, and such information is warranted by the Proposer to be true. The City may require additional information relating to the qualification of the Proposer, and the Proposer agrees to furnish such information upon request.

### **5.1.1 QUALIFICATIONS AND EXPERIENCE**

Proposer shall provide information on its historical background and experience on emergency recovery projects. At a minimum, the Proposer shall document or provide the following:

- Proposer's background, including the number of years the company has been in existence; the number of years the company has been involved with disaster recovery and debris removal; principals of the company; entity's participating in the disaster recovery team; and the company's history and experience working with the proposed joint venture or major subcontractor(s) on disaster recovery and debris removal. Please provide a description of your organization's related experience and capabilities. Each Proposer must also provide a list of five (5) debris removal, reduction, and disposal operations in excess of 500,000 cubic yards and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, email address and phone number and description of project.
- List the name, title or position, and project duties of those persons who will have a management or senior position working with the City if awarded this contract. For each individual, include a resume or summary of qualifications and experience that demonstrates the person's knowledge and understanding of the types of services to be performed and of federal, state and local laws and regulations governing this type of work, as well as the person's familiarity with representatives of FEMA, FHWA or other federal, state or local agencies.
- Proposer's ability to establish and operate multiple Debris Management Sites (DMS) where collected debris may be sorted, screened for sand, recycled, ground, mulched, burned or otherwise segregated for transport and disposal. The Proposer's knowledge of regulations affecting the removal, processing and disposal of mixed debris should be demonstrated.
- Detailed description of the Proposer's experience and success in filing and receiving federal (FEMA, FHWA, etc.) and state reimbursements for disaster recovery work. This discussion should include the Proposer's experience in preparing and submitting federal/state project work sheets.
- Proposer's expertise and experience in assessing, removing and disposing of specialty debris including hazardous materials, dead animals and hazardous stumps.
- Proposer's expertise and experience in demolition of structures, and debris removal from private property (right-of-entry programs) and publicly owned property (other than rights-of-way).
- Proposer's expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.
- Proposer's expertise and experience in assisting governmental entities in providing human support activities such as food, water and sanitation services.

### **5.1.2 OPERATIONAL PLAN FOR THE CITY**

Proposer should describe its proposed plan for providing the services identified in this RFP, highlighting proven strategies. Proposer should demonstrate its willingness to design the best response plan to meet the City of Coral Gables' needs in the event of disaster and depending on the level of the disaster.

At a minimum, the Proposer shall provide or document the following:

- Proposer's thorough understanding of the elements affecting removal and processing of Vegetative Debris and Mixed Debris following a disaster event.
- Mobilization/operation plan that outlines the Proposer's mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in the proposal must be submitted with the proposal as attachments. This outline should include a breakdown of the time required to perform each task including guaranteed times to mobilize the Proposer's forces, to establish an onsite emergency response and communication center, to mobilize recovery equipment, to establish Debris Management Sites (DMS), and to mobilize subcontractors.

The mobilization/operation plan should include a breakdown of the manpower (position titles and number of support personnel) and equipment (type of loaders, aerial lifts and transport vehicles etc.) that will be assembled during each phase (Initial Deployment, Emergency Push/Road Clearance, Debris Removal, Debris Management Sites (DMS) Operations including provisions for recycling debris, Demolition of Structures and Optional Services etc.) of the Proposer's response.

- Description of the Proposer's "clean as you go" policy.
- Operation plan for Debris Management Sites (DMS) that describes the operations expected including materials handling, reduction, storage, recycling, equipment maintenance, etc.
- Describe the subcontractor plan that provides a clear description of the scope and percentage of work the Contractor may subcontract out and limiting use of subcontractors to only those approved by the City.
- Proposer's organizational structure and "chain of command" of the Proposer's response team. The Proposer's project management methods should be explained, including protocols for team work assignments, data management, project tracking, and any other appropriate management considerations. This discussion should demonstrate the Proposer's ability to supervise multiple clean-up crews, to manage multiple tasks simultaneously and expeditiously, and to resolve problems. It should also explain the Proposer's approach to ensuring the quality of the work being performed by its crews and subcontractors.
- Proposers shall specify the format of the electronic record keeping system to be employed in order to provide the required reports to the City. An example of a report format shall be attached and a narrative of the reporting process including time frames for the availability of the reports shall be given. Provide a copy of any forms utilized in the performance of work including but not limited to the load tickets and vehicle placards to be provided to the City for use in the operation of a debris management activity.

- Description of the onsite emergency response and communication center including the type of communication employed by the Proposer and the Proposer's ability to interface with the City's emergency response equipment.
- Comprehensive description of the proposed quality control plan. This description should include, at a minimum, the Proposer's quality control organization, overview of tasks to be inspected, reports, and methods of inspections.
- Description of the Proposer's customer service plan to respond to City complaints.
- Provide a detailed list of any other services the Proposer is able to provide and how these services will be accomplished.
- Describe the Proposer's Hazardous Waste (HW), Household Hazardous Waste (HHW), Infectious Waste and Chemical, Biological, Radiological, and Nuclear (CBRN) Cleanup and Disposal Plan.

### **5.1.3 RESOURCES AND AVAILABILITY**

This section shall clearly define the availability of the Proposer's Project Manager, Operations Manager, other key personnel, subcontractors, equipment, facilities and related capabilities as well as demonstrate the Proposer's financial capability. At a minimum, the Proposer shall provide the following:

- Estimate of the Proposer's current workload and future commitments to other emergency response contracts both in man-hours per year and as a percentage of total workload for all key project personnel.
- Provide the address, ownership, and distance from the City for any proposed dump site to be utilized as required by the scope of work. Provide copies of operating and environmental permitting for the sites. Provide a cost per cubic yard or ton to be paid to the disposal facility by the contractor for disposal. Provide estimated capacity of each site. Specify the type of debris to be disposed of at each site and the method of disposal (incineration, land fill, etc.).
- List of all current contractual obligations within Florida for similar disaster recovery services. The Proposer should explain its plan for managing multiple debris management contracts in the event of a regional or statewide emergency, and the company's ability to respond to the City with the full force of manpower and equipment committed in its proposal.
- Proposer's Balance Sheet and Statement of Profit and Loss for the preceding two (2) calendar or fiscal years, certified by either an appropriate Corporate Officer or an independent Certified Public Accountant.
- Proposer's equipment and resource list – Proposers shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the Proposer determines suitable or necessary for the project.
- Spill and Fire Prevention Plan – Proposers shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Sites (DMS) or facility.
- Contingency Plan – Proposers shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.

- Employee Training and Medical Monitoring— Proposers shall submit a detailed training outline of each position involved in debris removal and Debris Management Sites (DMS) operations. Proposers shall also submit information regarding employee medical monitoring requirements.
- Description of Proposer’s Safety Record – Proposers shall submit a listing of all warning notifications, violations and/or citations received from pertinent federal, and/or state agencies in the past three (3) years by the Proposer.

#### **5.1.4 PAST PERFORMANCE**

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposers shall provide the following:

- Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least one government jurisdiction with a population of at least 40,000.
- List of all government agencies in Florida for which the Proposer provided emergency debris recovery services within the last five (5) years. Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor. Proposer should provide the following information for each agency: government agency name, current address and phone number; project/event title; contact person and telephone number; contract team; performance period; fees charged for services provided in each year; and brief description of the work completed.
- List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List of all judgments from lawsuits in the last five (5) years involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

#### **5.2 SCOPE OF CONTRACTED SERVICES**

**As it may be tasked by the City in writing in accordance with the contracted unit prices, Contractor shall provide all expertise, personnel, processes, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely clearing, removal and disposal of all eligible and if specifically tasked in writing, non-eligible, disaster generated debris.**

The term "eligible," as used herein, means qualifying for emergency funding under the standards described in Federal Emergency Management Agency (FEMA) Publication 325 and all applicable State and Federal Disaster Specific Guidance and Policies, and the Policies of the Federal Highway Administration (hereinafter referred to as FHWA). The availability of Additional Services as described herein is also desired. Where not related directly to debris removal operations, said additional services shall be made part of a contract separate from any debris related services contract.

The City will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) Agreements from real property owners and / or Homeowner Associations (HOA) as

required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the emergency event.

**Where applicable, the Contractor shall abide and operate under the following federal acts, regulations and requirements for the duration of this contract:**

**FHWA-1273** - Required Contract Provisions Federal-Aid Construction Contracts (attached in its entirety - Attachment E);

**Davis-Bacon Act** – Davis-Bacon Act requirements may be waived only by executive order of the President, ref. 40 U.S.C. 276a-5 which states, “In the event of national emergency the president is authorized to suspend the provisions of 276a to 276b-5 this title.”;

**Buy America;**

**Americans with Disability Act (ADA);**

**Convict Labor** Convict labor use is prohibited in 23 U.S.C. 114;

**National Environmental Policy Act (NEPA) of 1969.**

The term, "**Debris**", as used herein, includes all forms of emergency-generated debris, such as:

- **Vegetative Debris** consisting of whole trees, tree stumps, tree branches, tree trunks and other leafy material;
- **Construction and Demolition Debris (C&D)** consisting of damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing materials, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures;
- **Hazardous Waste (HW)** consisting of materials regulated under the Resource Conservation and Recovery Act (RCRA) and that appear on one of the four hazardous waste lists or exhibits at least one of the following four characteristics – ignitability, corrosivity, reactivity or toxicity;
- **Household Hazardous Waste (HHW)** - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. 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.
- **White Goods** consisting of discarded household appliances, such as refrigerators, freezers, air conditioners, heat pumps, ovens, washing machines, clothes dryers, and water heaters;
- **Vehicle and Vessels** consisting of motor vehicles and boats;
- **Putrescent Debris** consisting of debris that will decompose or rot, such as animal carcasses and other fleshy organic matter;
- **Soil, Mud, and Sand** resulting from floods, landslides, and storm surges often deposit soil, mud, and sand on improved public property and public rights-of-way. Facilities commonly impacted by this type of debris may include streets, sidewalks, storm and

sanitary sewers, water treatment facilities, drainage canals and basins, parks, and swimming pools.

- **Infectious Waste** consisting of waste capable of causing infections in humans, including contaminated animal waste, human blood products, isolation waste, pathological waste and discarded sharps (discarded needles, scalpels, or broken medical instruments);
- **Chemical, Biological, Radiological, and Nuclear (CBRN)** debris consisting of debris contaminated by chemical, biological, radiological, or nuclear materials as a result of a natural or man-made disaster, such as a Weapon of Mass Destruction (WMD) event;

Unless specifically directed by the City in Writing, Contracted services will be limited to eligible activities that are determined by the City to be necessary to:

- Eliminate immediate threats to life, public health, and safety;
- Eliminate immediate threats of significant damage to improved public or private property; and
- Ensure the economic recovery of the affected community for the benefit of the community at large.

Contract services will only be performed when requested by the City in writing through an approved Work Authorization issued by the City. Contractor shall generally only perform its services within the legal boundaries of the City. All services shall be in accordance with the unit cost mode of operation specified by the City in Work Authorizations.

The City reserves the right to assign work to various contractors, at its sole discretion. The City also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor for cause, upon request.

### **5.2.1 Initial Deployment**

Within 24 hours of the City's Declaration of a State of Emergency, and/or notification to Contractor, the Project Manager shall report to the EOC, or such other place as designated by the CITY. At the direction of the City in writing, for the unit price quoted, the Contractor will provide such equipment and equipment operators as deemed necessary for use in the City's Rescue and Reconnaissance operation. Said equipment and operators shall remain in the City's Rescue Reconnaissance operation center during the storm and be ready for deployment at the direction of City personnel immediately following the passing of the debris causing event (primarily, but not exclusively, Hurricanes). This operation will begin the Emergency Push/Road Clearance activities (described below) in support of the Rescue Reconnaissance activities citywide and will be assigned to only one contractor. During this period, at the direction of the City in writing, the Emergency Push/Road Clearance activities may be further authorized and assigned to two contractors after initial Rescue Reconnaissance activities begin. The rescue Reconnaissance operation will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the initial deployment operations.

### **5.2.2 Emergency Push/Road Clearance**

At the direction of the City in writing, for the unit price quoted, the Emergency Push/Road Clearance activities may be authorized and assigned to one or two contractors after initial Rescue Reconnaissance activities begin. Contractor(s) shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified the City. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable. Separate records shall be kept for FEMA and FHWA roadways for the emergency push operations.

### **5.2.3 Debris Removal/Demolition of Structures**

**In anticipation of a likely debris generating event, or upon assessment of the magnitude of the debris generated and the type of infrastructure damage caused by the disaster event, the City will formulate written direction for the Contractor in the form of one or more Work Authorizations. Work will be authorized to be performed in accordance with the contracted unit costs which generally consist of either the separated components of the entire debris management process or various groupings of these tasks.**

**Debris removal will generally only be authorized if it is eligible for reimbursement by FEMA or FHWA; however, the City reserves the right to task the Contractor with performing non eligible work; the cost of which will be born separately by the City. All eligible work will be performed consistent with Federal requirements applicable to the disaster event. Separate records shall be kept for removal of eligible and non eligible debris and these operations will generally be kept separate.**

The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of HW and HHW, Infectious Waste, CBRN Waste and/or other categories of debris. Separate records shall be kept for removal of these materials from FEMA and FHWA roadways.

Contractor will ensure HW and HHW, Infectious Waste and CBRN Waste screening and disconnection of utilities as appropriate. For Construction and Demolition Debris (C&D), all applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

White Goods containing refrigerants will be hauled to a City approved staging area where certified technicians will remove the refrigerants. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

Contractor will at all times exercise due diligence in removing debris and performing other work, so as not to damage existing infrastructure.

As directed by the City in writing, for the unit price quoted, Contractor shall load and haul any and all types of debris to one or more approved and certified Debris Management Sites (DMS) or other disposal destination designated by the City which may or may not be the final disposal site provided by the Contractor.

Typical Debris removal situations are as follows:

### **5.2.3a Debris Removal from Public Right-of-Way (ROW)**

Work is generally eligible for reimbursement.

### **5.2.3b Debris Removal from Improved and Unimproved Public Property**

Removal from Improved Public Property is generally eligible for reimbursement. Removal from Un-improved Public Property is generally not eligible for reimbursement.

### **5.2.3c Debris Removal from Real Property**

Much of this work will be eligible once the City procures Right of Entry Agreements (ROE) from property owners.

### **5.2.3d Demolition of Structures on Public and Real Property**

Work may be eligible for reimbursement. Right of Entry Agreements (ROE) are required for work on Real Property. As directed by the City in writing, Contractor shall demolish unsafe structures located on public and private property in accordance with contracted unit costs. The debris created by demolition activities shall be removed at the unit cost for construction and demolition debris.

### **5.2.4 Debris Separation/Reduction/Recycling and Management of Debris Management Sites (DMS):**

The City may provide the Contractor with Debris Management Sites (DMS) that would be used for materials handling, reduction, storage, recycling, equipment maintenance, etc., if it is disadvantageous to transport debris directly to the final disposal location. The City may task the Contractor with locating additional sites to be used as (DMS). The Contractor will be responsible for returning any utilized (DMS) to its original condition, abiding by all State and Federal environmental regulatory requirements.

If a (DMS) is activated, the Contractor shall operate and manage it to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the (DMS).
- Provide to the City a video record of the pre- and post-use site conditions.
- As directed by the City, conduct an onsite Phase 1 Environmental Audit.
- Prepare a plan of proposed site layout and review with the City prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the (DMS).
- Build and/or maintain roads as necessary for (DMS) operation

- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the (DMS).
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the (DMS) to those determined by the City.
- Stage and process all debris in accordance with instructions from the City.
- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods and hazardous waste. Recycle materials where applicable.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the (DMS).
- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the (DMS).
- Upon the closure of the (DMS), restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City, sod, hydro-seed or sprig the property or repair asphalt surfaces once all other site closure issues have been addressed.
- As directed by the City conduct post use soil and water test.

#### **5.2.5 Removal of Hazardous Trees and Hanging Limbs**

As directed by the City in writing, for the unit price quoted, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to:

- Remove hanging tree limbs (2) two inches or greater in diameter existing in the City.
- Remove hazardous trees existing in the City inclusive of the stump if the root balls are more than 50% exposed and place the debris in a suitable place for collection.
- Flush cut hazardous trees existing in the City if the root balls are less than 50% exposed and place the debris in a suitable place for collection.
- Load and remove all debris generated from the removal of all hazardous trees and hanging limbs as if it were normal vegetative debris in accordance with 5.2.

All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City.

### **5.2.6 Removal of Hazardous Stumps**

As directed by the City in writing, for the unit price quoted, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage hazardous uprooted stumps as follows:

- Contractor will be compensated for the process of extracting and transporting, to the (DMS) or final disposal site, hazardous stumps that are (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree (large stumps) **(This unit cost does not apply to previously extracted stumps placed out for collection, which will be compensated for as normal vegetative debris.)** For contractor extracted stumps, Contractor will be further compensated for the management process through final disposal in accordance with the unit costs per cubic yard of normal vegetative debris. The cubic yardage of each stump will be determined using the FEMA Stump Conversion Table. (See Attachment 1 – FEMA Stump Conversion Table) Where appropriate, the City or its representative will measure and further certify the FEMA disaster assistance eligibility of all stumps before removal. Contractor is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Contractor shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.
- Regardless of the need for extraction, the Contractor will be compensated at the unit cost per cubic yard of normal vegetative debris, for the transport to the (DMS) or final disposal site, all hazardous stumps that measure less than (24) twenty-four inches in diameter measured (24) twenty-four inches from the base of the tree (small stumps). If the stumps are transported separate from other normal vegetative debris, the cubic yardage of each stump will be determined using the FEMA Stump Conversion Table (See Attachment 1 – FEMA Stump Conversion Table). It is assumed that most small stumps will be comingled with normal vegetative debris. Contractor is responsible for determining the method of extraction and transport of stumps, subject to the approval of the City. As part of the large stump removal process, the Contractor shall fill the stump hole with fill suitable for the cultivation of replacement trees subject to the approval of the City. Hole shall be filled to a point even with the surrounding intact, undisturbed ground elevation.

### **5.2.7 Hazardous Waste Removal, Transport, and Disposal**

As directed by the City in writing, for the unit price quoted, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste. The removal, transportation, and disposal of HW and HHW, Infectious Waste and CBRN Waste includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point

of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. The Contractor will be reimbursed at a fixed rate for this service.

#### **5.2.8 Designation and Management of Staging Areas**

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

#### **5.2.9 Disaster Recovery Technical Assistance**

At no additional cost to the City, the Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

### **5.3 PERFORMANCE OF SERVICES**

#### **5.3.1 Description of Service**

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

#### **5.3.2 Cost of Services**

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed at the contracted unit cost basis.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs as originally contracted. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and the City and approval by formal City action.

In addition, all costs related to labor, materials and equipment shall be fair, reasonable, and where applicable, consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates.

## **5.4 STANDARDS OF PERFORMANCE**

### **5.4.1 Contractor representative and General Operations Plan:**

Contractor shall identify a Contractor's representative who shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement, the Contractor's General Operations Plan and the City's Work Authorization. A specific Operations Plan may be required of the Contractor for each disaster.

### **5.4.2 Mobilization**

Unless otherwise required herein; when a notice to proceed in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

## **5.5 GENERAL RESPONSIBILITIES**

### **5.5.1 Other Agreements**

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide Contractor with a copy of any applicable agreements.

### **5.5.2 The City's Obligations**

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

### **5.5.3 Contractor's Conduct of Work**

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

### **5.5.4 Supervision by Contractor**

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor.

### **5.5.5 Self-sufficiency of Contractor and Subcontractors**

The Contractor shall ensure that its work force, including subcontractors, maintain 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 affects on the community.

### **5.5.6 Damages by Contractor**

Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill Contractor for the damages, withhold funds due to Contractor, or the contractor may also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City.

### **5.5.7 Contractor's Duty Regarding Other Contractor(s):**

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

### **5.5.8 Contractor's Ownership of Debris:**

All debris once collected by the contractor shall become the property of the Contractor or by written notification to the Contractor the City may exercise ownership of debris for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

### **5.5.9 Contractor's Disposal of Debris:**

The Contractor is responsible for locating and making available for use, a final disposal site or sites for all types of debris. In the event that the Contractor is tasked with disposal of debris, these sites shall be used by the Contractor unless alternate sites are approved by the City in writing. The contractor may be tasked with hauling debris to the a facility designated by the City, in which case the Contractor will be compensated for the tipping fee as a direct pass through of costs. The City may at its option and as may be permitted by the disposal facility, make arrangements to pay the disposal facility directly for the tipping fee.

In accordance with all applicable law and regulation, the Contractor shall be responsible for determining and executing the method and manner for processing debris at the (DMS) if used.

## **5.6 GENERAL TERMS AND CONDITIONS**

### **5.6.1 Multiple, Scheduled Passes**

Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all passes based on direction from the City and will provide this documentation to the City at the frequency requested by the City. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW

from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City, in writing.

#### **5.6.2 Clean as you go Policy**

The contractor shall provide a “clean as you go” policy and supervise and enforce such policy during debris management operations. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.

#### **5.6.3 Operation of Equipment**

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a ROE Agreement has been obtained prior to property entry. The utmost care shall be given to the protection of trees and built infrastructure that remains in the disaster area such that no additional damage is caused by the contractor’s activities.

#### **5.6.4 Security of Debris during Hauling**

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical 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, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

#### **5.6.5 Traffic Control:**

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

#### **5.6.6 Work Days/Hours**

Work days and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

### **5.6.7 Work Safety**

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision. Monitoring towers shall be properly constructed for safety.

### **5.6.8 Inspection of Contractor Operations:**

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

### **5.6.9 Corrective Actions Required of Contractor**

When instructed by the City's representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. Notify City within 24 hours.

### **5.6.10 Ineligible Work:**

Unless otherwise advised in writing by the City, the Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

### **5.6.11 Eligibility Inspections:**

City's monitors shall inspect each load of debris, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

### **5.6.12 Eligibility Determinations:**

If the Contractor has been tasked in writing with the removal of only eligible debris, and subsequently any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris. This does not preclude payment for non eligible debris that is collected at the written direction of the City in a Work Authorization.

### **5.6.13 Other Agencies**

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this Agreement.

## **5.7 REPORTS, CERTIFICATIONS AND DOCUMENTATION**

### **5.7.1 Reports**

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

#### **5.7.1a Daily Reports**

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

#### **5.7.1b Weekly Summaries**

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or proprietary computer program as may be approved by the City. On line access to the data is preferred. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, (DMS) location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

### **5.7.2 Report Delivery:**

The delivery schedule, point of delivery and the receiving personnel for the debris operations report will be directed by the City, in consultation with Contractor.

### **5.7.3 Data Reconciliation**

Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within 5 days.

### **5.7.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the City, Contractor 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 of, final disposal locations and amounts of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors and material and service suppliers to the Contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

### **5.7.5 Certifications**

The Contractor will adhere to the process for certification of personnel and vehicles established by the City, to include the following:

#### **5.7.5a Certification of Vehicles and Load Capacity**

Contractor shall ensure that all equipment is certified in accordance with most current Federal and City procedures. After a disaster, the City, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.

All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms provided by the contractor with calculated capacity in cubic yards, license number, truck identification number assigned by the Contractor and a short physical description of the truck noted. The Contractor shall provide two placards for each truck, which shall be affixed on opposite sides of the truck body. The placards shall clearly display the contracting jurisdiction, the contractor, local government agency, and subcontractor name (if applicable), the vehicle number, the certified volume of the truck, and the date of certification. The placards will be consistent with the Standardized Debris Truck Placard (Appendix C). In the event that waste is disposed of at a facility at a per ton rate, the tare weight of the hauling vehicle shall be recorded on the certification forms.

The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records. Trucks may be periodically recertified by the City.

#### **5.7.5b Certification of Personnel**

The Contractor will certify to the City that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the City.
- Senior, supervisory personnel of the Contractor and all subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (NIMS).
- Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City as may be

required.

- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

#### **5.7.6 Utilization of a standardized “load ticket”**

The Contractor and all subcontractors will utilize a standardized “load ticket” for documenting each load of debris from its origin to the (DMS) and/or final disposal location, as indicated. The “load ticket” utilized shall provide opportunity for recording the following information: Preprinted ticket number, Contract number, Prime contractor’s name or designated number, Date, Truck number , Truck driver’s name, type of material (Vegetation, Construction & Demolition, White Goods, Household Hazardous Waste or Other), Load Location (GPS or address preferred), Loading date/time (departure from collection location), Loading Site Monitor name/signature, Truck capacity in cubic yards or tons, Load Size, either cubic yards (percent of actual) or tons, Unloading location, Unloading date/time (arrival at disposal site), Unloading site monitor name/signature.

#### **5.7.7 Additional Supporting Documentation:**

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

#### **5.7.8 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

### **5.8 ADDITIONAL SERVICES**

The City wishes the Contractor to be prepared to provide the following additional services. These services will be made part of a stand alone debris removal contract:

#### **5.8.1 Debris removal from canals**

The Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition (C&D) debris affecting the canals, but excludes removal of damaged and/or abandoned boats and cars. Debris will be placed such as to be managed as normal vegetative and/or construction and demolition (C&D) debris in accordance with the Component or Consolidated services process specified by the City in writing. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.2 Abandoned Vehicles**

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

### **5.8.3 Boats**

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. Boat debris shall be placed such as to be managed as C&D debris in accordance with the Component or Consolidated services process specified by the City in writing. The Contractor will be reimbursed at a fixed rate for this service.

**The following additional services shall be made part of a contract separate from the stand alone debris related services contract:**

### **5.8.4 Fire Suppression Support**

In the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.5 Emergency potable water**

The Contractor will provide the City with whole pallets of individually bottled drinking water. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.6 Emergency delivery of ice**

The Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.7 Temporary bathrooms, showers, kitchens and feeding locations**

The Contractor will provide the City with “comfort stations,” e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at a fixed rate for this service for units capable of serving 50 or 100 persons.

### **5.8.8 Temporary satellite communications**

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented/leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.9 Emergency power generation**

The Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The Contractor will deliver the units to the facilities or locations designated by the City, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed a fixed rate for this service.

### **5.8.10 Pumping and water relocation/removal for flood control**

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. The minimum required capacity of the services to be provided to any such location, upon instruction of the City, will be (110 gallons/minute with a 4” connection). Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.11 Sewer, culvert and catch basin cleaning**

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, and catch basins. The City will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

### **5.8.12 Decontamination of buildings and facilities**

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

### **5.8.13 Mold remediation**

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

## ATTACHMENT A

### DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET Time and Materials

<b>Heavy Equipment</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
<i>Operators Included</i>			
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat 950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loader	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators	Cat 320	Hour	
Excavators	Cat 325	Hour	
Excavators	Cat 330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	2000 Gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
14-Foot Tub Grinder	Diamond Z 1463	Hour	

<b>Heavy Equipment</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
Equipment Transport w/ Tractor	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
<b>Haul Vehicles</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
			<i>Operators Included</i>
Dump Truck	10 to 15 CY	Hour	
Dump Truck	16 to 20 CY	Hour	
Trailer Dump w/ Tractor	30 to 40 CY	Hour	
Trailer Dump w/ Tractor	41 to 50 CY	Hour	
Trailer Dump w/ Tractor	51 to 60 CY	Hour	
Trailer Dump w/ Tractor	61 to 70 CY	Hour	
Walking Floor Trailer w/ Tractor	100 CY	Hour	
<b>Transportation Vehicles</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
			<i>Operators Not Included</i>
Pickup Truck	1/2 Ton	Day	
Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton	Day	
Box Truck	3/4 Ton	Day	
Utility Van	3/4 Ton	Day	
Passenger Van	9 Passenger	Day	
Passenger Car	Full size	Day	
<b>Personnel</b>	<b>Size or Type</b>	<b>U/M</b>	<b>Unit Price</b>
Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistant	Individual	Hour	

## ATTACHMENT B

# DISASTER DEBRIS MANAGEMENT SERVICES PRICE SHEET

## Unit Costs

<b>DESCRIPTION OF SERVICES: ALL SERVICES ARE AS DIRECTED BY THE CITY AS TO THE LOCATION OF WORK AREA, DISASTER ASSISTANCE FUNDING AND AS OTHERWISE SPECIFIED IN THE RFP DOCUMENT</b>		
	<b>UNIT OF MEASURE</b>	<b>UNIT COST</b>
<b>COMPONENT SERVICES</b>		
<b>Mobilization and demobilization</b>	(lump sum)	
Collect Vegetative Debris from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
(0-15 miles)	Cubic Yard	
(15 – 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	
Collect Construction and Demolition Debris (C&D) (including white goods not requiring Freon removal) from public or private property and transport to DMS or final disposal location. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.		
0-15 miles	Cubic Yard	
15-30 miles	Cubic Yard	
>30 miles	Per Mile over 30 Miles, Per Cubic Yard.	
<b>Management of DMS and Processing (Reduction) of Vegetative Debris (including stumps).</b>	Cubic Yard	
<b>Management of DMS and Processing (reduction, separation, recycling etc.) of Construction and Demolition Debris (C&amp;D) (including white goods not requiring Freon removal).</b>	Cubic Yard	

<b>Haul-Out of Reduced or Unreduced Debris from DMS to Final Disposal Site.</b>		
(0-15 miles)	Cubic Yard	
(15 - 30 miles)	Cubic Yard	
(>30 miles)	Per Mile over 30 Miles, Per Cubic Yard.	
<b>Disposal at Contractor's Final Disposal Site</b>		
• Vegetative Debris (reduced)	Cubic Yard	
• Vegetative Debris (un-reduced)	Cubic Yard	
• Processed construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Unprocessed Construction and Demolition (C&D) (including white goods not requiring or already processed for Freon removal)	Cubic Yard	
• Animal Carcasses	Carcass	
<b>White Goods Freon processing</b>	Piece	
<b>Hazardous Stump Extraction and Transportation to a DMS. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>		
< 24" (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24"- 36"	Per Stump	
36" – 48"	Per Stump	
48" – 72"	Per Stump	
72" +	Per Stump	
<b>Hazardous Stump Extraction and Transportation to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>		
< 24" (Treated as Normal Vegetative Debris, no per tree removal cost is applicable)	Not applicable	As Per Vegetative Debris cubic yard rate – no extra charge for this item.
24"- 36"	Per Stump	
36" – 48"	Per Stump	
48" – 72"	Per Stump	
72" +	Per Stump	

<b>Stump hole filling (process and material.)</b>	Cubic Yard of Fill	
<b>Hanging Tree Limb Removal (2" or greater in diameter)</b>	Per Tree	
<b>Remove Hazardous Trees with attached stumps if root balls are exposed more than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.</b>		
0" – 12" diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	
25" to 48" diameter	Per Tree	
49" to 72" diameter	Per Tree	
> 72" diameter	Per Tree	
<b>Flush cut Hazardous Trees with root balls exposed less than 50%. All debris is to then be considered as normal debris. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the removal process.</b>		
0" – 12" diameter (no per tree removal cost is applicable. Treat the debris as normal Vegetative Debris)	Not applicable	As Per Vegetative Debris cubic yard rate
13" to 24" diameter	Per Tree	
25" to 48" diameter	Per Tree	
49" to 72" diameter	Per Tree	
> 72" diameter	Per Tree	
<b>Demolition of Structures. Screening for Animal Carcasses, HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>	Square Foot of structure	
<b>Animal Carcass Removal and Disposal</b>	Carcass	
<b>Hazardous Waste and Household Hazardous Waste Collection, Clean-up and Disposal</b>		
	Per 5 gallon	
	Per Cubic Yard	
<b>Infectious Waste Clean-up and Disposal</b>		
	Per 5 gallon	
	Per Cubic Yard	
<b>CBRN Waste Clean-up and Disposal</b>		
	Per 5 gallon	
	Per Cubic Yard	

CONSOLIDATED ALL INCLUSIVE SERVICES		
DESCRIPTION OF SERVICE	UNIT OF MEASURE	UNIT COST
<b>Consolidated Service # 1 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
<ul style="list-style-type: none"> <li>The Contractor shall collect and haul vegetative debris and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</li> <li>The Contractor shall extract and provide any necessary extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. (Inclusive of debris removal as described herein.)</li> <li>The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein. (Inclusive of debris removal as described herein.)</li> <li>The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. (Inclusive of debris removal as described herein.)</li> <li>The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.</li> </ul>	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
<ul style="list-style-type: none"> <li>As a component of Consolidated Service #1, the Contractor shall collect and haul all C&amp;D debris and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.</li> </ul>	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
<ul style="list-style-type: none"> <li>As a component of Consolidated Service #1, the Contractor shall also provide debris processing, (DMS) management, debris reduction, and debris haul out and disposal for vegetative debris, C&amp;D debris, all white goods (including Freon processing) and Animal Carcasses delivered to the DMS by the City or other City authorized sources.</li> </ul>	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

<b>Consolidated service # 2 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
<ul style="list-style-type: none"> <li>• The Contractor shall collect and haul vegetative debris, C&amp;D debris, animal carcasses and all white goods (including Freon processing), and Animal Carcasses directly to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</li> <li>• The Contractor shall extract and provide extraordinary transport for all hazardous uprooted stumps inclusive of stump hole filling. Inclusive of debris removal as described herein.</li> <li>• The Contractor shall remove all hanging tree limbs (2" or greater in diameter) from trees. Inclusive of debris removal as described herein.</li> <li>• The Contractor shall remove all hazardous trees. Stumps with root balls exposed more than 50% as associated with these hazardous trees shall also be removed. Inclusive of debris removal as described herein.</li> <li>• The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.</li> </ul>		Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.
<b>Consolidated service # 3a - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to DMS, process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location.	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	

<b>Consolidated service # 3b - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
The Contractor shall collect and haul all C&D debris, animal carcasses and all white goods (including Freon processing) to a final disposal location in Miami-Dade County, Florida, which shall be specified by the City. Tipping fee shall be a direct pass through expense to the City. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.	Per Cubic Yard of debris generated from all delineated activities and delivered to the final disposal site.	
<b>Consolidated service # 4 - As directed by the City as to location of work area, disaster assistance funding and as otherwise specified in the RFP document:</b>		
<ul style="list-style-type: none"> <li>The Contractor shall collect and haul vegetative debris (including stumps) and Animal Carcasses to DMS, reduce or otherwise process debris, haul debris to final disposal and dispose of debris in the Contractors final disposal location. Screening for HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</li> <li>The Contractor's service shall include all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, (DMS) management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the agreement.</li> </ul>	Per Cubic Yard of debris generated from all delineated activities and delivered to the DMS.	
<b>ADDITIONAL SERVICES</b>		
<b>AS#1) Abandoned Vehicle Removal and disposal (from land) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>	Vehicle	
<b>AS#2) Abandoned Vehicle Removal and disposal (from water) (including towing and processing). Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>	Vehicle	
<b>AS#3) Debris removal from canals. Screening for Animal Carcasses HW and HHW, Infectious Waste and CBRN Waste shall be performed during the collection process.</b>	Cost per cubic yard	



ATTACHMENT C

## STANDARDIZED DEBRIS TRUCK PLACARD

All written entries on the placard must be in heavy black, water proof ink, and must be at least 3" high. Placards must be adhered to the side of the vehicle on the body of the truck box at eye level or higher. Entries should be clearly visible from a distance of 30 feet.

**City of Pleasantville**

Name of Contracting Jurisdiction or Organization

**National Debris Co.**

Name of Prime Contractor

**Local Hauling Co.**

Name of Truck Owner/Operator

**#115**

Vehicle Number

**40**

Truck Volume (cubic feet)

**10/15/07**

Truck Certification Date

## ATTACHMENT D

### Stump Conversion Table Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}_2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}_2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

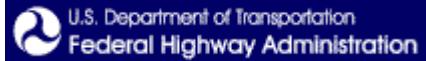
The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

## **ATTACHMENT E**

**FHWA-1273** - Required Contract Provisions Federal-Aid Construction Contracts.

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## Program Administration

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### Required Contract Provisions Federal-Aid Construction Contracts

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### Attachments

- A. [Employment Preference for Appalachian Contracts \(included in Appalachian contracts only\)](#)

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor

(or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor

in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special

provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
  1. The number of minority and non-minority group members and women employed in each work classification on the project;
  2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this

contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;
  3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly rate equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper,

employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V

available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relativFurnishaterials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of*

*Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.

However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier  
Covered Transactions:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, 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 his or her bid or proposal that he or she 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.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the

State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

This page last modified on May 8, 2008

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United States Department of Transportation - Federal Highway Administration - Infrastructure

# **CITY OF CORAL GABLES**

## **SECTION 6.0** **PROPOSAL RESPONSE FORM**

**CITY OF CORAL GABLES  
PROCUREMENT DIVISION**

## **6.0 PROPOSAL RESPONSE FORM FOR:**

**SUBMITTED TO:**

City of Coral Gables  
Office of the Chief Procurement Officer  
2800 SW 72 Avenue  
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Proposers correct legal name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No./Fax No.: \_\_\_\_\_

Social Security or Federal I.D. No.: \_\_\_\_\_

Officer signing Proposals: \_\_\_\_\_ Title: \_\_\_\_\_

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**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
Please sign and type or Print Name:

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## **6.1 STATEMENT OF NO BID**

**NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times, without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.**

City of Coral Gables  
Procurement Division  
2800 S.W. 72<sup>nd</sup> Avenue  
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **RFP for** \_\_\_\_\_

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation for Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your bidders' list for this commodity or service.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

## **6.2 PROPOSAL RESPONSE FORM**

The following documentation shall be included as a minimum in the original Proposal and NUMBER (2007.12.13) identical copies submitted to the City. **Each proposal must contain the following below. Failure to provide all requested documentation may deem the proposal non-responsive.** Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if any. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

### **6.2.1 PROPOSAL**

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Failure to do so may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

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**We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to Proposers.**

**SIGNED:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_  
**Please type or Print Name:**

**COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_