

# REQUEST FOR PROPOSAL (RFP)



*Life's Just Better Here*

Subject: Disaster Debris Removal and Disposal Services

RFP #: 2026-07

Due Date/Time: March 26, 2026, 2:30 p.m., EST

Submit To: City Clerk  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, FL 33305

**CITY OF WILTON MANORS  
REQUEST FOR PROPOSAL FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

**CALENDAR OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

<b>ACTION</b>	<b>COMPLETION DATE</b>
Issue RFP	February 26, 2026
Deadline for Questions	March 12, 2016
Response to Questions	March 19, 2026
<b>Deadline for Submitting Proposals</b>	<b>March 26, 2026, 2:30 p.m.</b>
Evaluation Committee Review	March 26, 2026
Reference Checks	March 30, 2026
Presentation	TBD
Final Ranking and Selection	TBD
Contract Negotiation	TBD
City Commission Approval of Contract	April 28, 2026, or later

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## **Section 1 – Introductory Material**

### **1.1 STATEMENT OF PURPOSE**

The City of Wilton Manors, Florida (City) is seeking proposals from qualified licensed Contractors (Contractor), to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way in the City of Wilton Manors, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s).

The City is seeking proposals from highly qualified Contractors with experience in the specialized management of disaster response labor and equipment for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster. Contractor and personnel must have all required FEMA and applicable agencies training. Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

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

Contractor shall immediately notify the City of any observed or perceived process or practice that may jeopardize the City's ability to secure reimbursement from applicable agencies of the program's cost.

This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in EXHIBIT B of this proposal document as incorporated herein, in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Disaster Debris Monitoring Services. The City maintains contract(s) with Contractor(s) to provide that service and reviews those services through a separate procurement process. This RFP is specifically for Disaster Debris Removal and Disposal Services. Contractors shall not include proposals that include Debris Monitoring Services. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

**Piggybacking Option** – The City does not intend to have this contract be available for “piggybacking” by other governmental entities.

## 1.2 CONTRACT TERMS

The initial contract term is for three (3) years with the option to renew the contract for two (2) additional three (3) year periods. The option to renew may be exercised in the sole and absolute discretion of the City. Unit prices will remain firm for the first term and may be adjusted according to the change in the annual Consumer Price Index (CPI) for each subsequent term.

The CPI used will be the Consumer Price Index. All urban consumers not seasonally adjusted for the Miami – Fort Lauderdale, Florida area, all items, base period 1982-84=100, as published by the Bureau of Labor Statistics.

For Example, the adjustment for October 2025, would be based upon the annual percentage change in the CPI from December 2023 to December 2024:

350.098	2024 Annual CPI
340.459	2023 Annual CPI
9.639	Difference
2.8	Percentage changes (9.639 divided by 340.459)

## 1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, economic development, public safety, public services, transportation, and culture and recreation. Additional information about the City is available at the City’s website: [www.wiltonmanors.com](http://www.wiltonmanors.com). The City’s purchasing requirements are detailed in Sections 2-57 through 2-62 of the City’s Code of Ordinances, also available on the City’s website.

## 1.4 DEFINITIONS

**BIDDING DEFINITIONS** The City will use the following definitions in this Request for Proposal and any other document used in the bidding process:

**BID** – a price and terms quote received in response to an ITB.

**BIDDER** – Person or firm submitting a Bid.

**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements,

regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Contract to provide professional services to the City.

**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City to be the lowest, responsive and responsible Proposer.

**INITIAL PUSH** - The emergency phase of debris operations, not to exceed seventy (70) hours from Notice to Proceed, during which the Contractor shall perform time-and-materials work necessary to cut, move, and/or push debris from public rights-of-way to restore immediate access for emergency response and critical services, but not full debris removal or hauling operations.

**INVITATION TO BID (ITB)** – when the City is requesting bids from qualified Bidders.

**PROPOSAL** – a proposal received in response to an RFP.

**PROPOSER** – Person or firm submitting a Proposal.

**REQUEST FOR PROPOSALS (RFP)** – when the City is requesting proposals from qualified Proposers.

**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the RFP, and the integrity and reliability that will assure good faith performance.

**SELLER or CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, Seller; Contractor or Consultant; and Contract, Award, Agreement or Purchase Order.

## 1.5 TERMS AND DEFINITIONS RELATED TO SCOPE OF WORK

**a. Applicant or City** – Is the City of Wilton Manors.

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

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

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

**e. Construction and Demolition Debris (C&D)** – Current Edition of the FEMA Public

Assistance Program and Policy Guide (PAPPG) defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

- Debris must be located within a designated area and be removed from applicant's eligible improved property or right-of-way.
  - Debris removal must be the legal responsibility of the applicant.
  - Debris must be a result of the major disaster event.
- f. **Contract** – a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award).
- g. **Contractor** – 1. Contractor means an entity that receives a contract as defined in 2 C.F.R. §200.22 Contract. 2. The individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
- h. **City** – City of Wilton Manors, Florida
- i. **City Approved Final Disposal Site** – a final disposal location approved in writing by the City.
- j. **City Debris Manager** – the City will designate a City Debris Manager who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.
- k. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris, and personal property.
- l. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- m. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Management Site (TDMS).
- n. **Debris Monitoring** – Actions taken by the City in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- o. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- p. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the

contract. Terms include primary Contractor(s), subcontractors and individual crews.

- q. Demobilization** – Following the completion of services provided under the resulting contract, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor will leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
- r. Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- s. Designated Area** – Generally within the geographic boundary of the City and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
- t. Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- u. Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Public Assistance Program and Policy Guide, and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- v. Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by Current Edition of the FEMA Public Assistance Program and Policy Guide.
- w. Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- x. E-Waste** – End of life electronics, typically televisions, computers and related components.
- y. Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG)** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
  - Eliminating immediate threats to lives, public health and safety.
  - Eliminating immediate threats of significant damage to improved public or private property.
  - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- z. Field Inspector** – Monitor

- aa. **Force Account Labor** – Labor performed by the applicant’s permanent, full time or temporary employees.
- bb. **Garbage** – Waste that is regularly collected through the City’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- cc. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- dd. **Hazardous Limbs** – A hazardous limb that poses an immediate threat to the public. The current eligibility requirements for hazardous hangers according to FEMA PAPPG are:
  - The limb must be greater than two inches in diameter;
  - The limb must be suspended in a tree and threatening improved property or a public-use area; and
  - The limb must be located on or over improved public property.
- ee. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA PAPPG are:
  - The stump has fifty percent (50%) or more of the root-ball exposed.
  - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
  - The stump is located on a public right-of-way.
  - The stump poses an immediate threat to public health and safety.
- ff. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA PAPPG include:
  - The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
  - The tree has a split trunk or broken branches that expose the heartwood.
  - The tree has fallen or been uprooted within a public use area.
  - The tree is leaning at an angle greater than thirty (30) degrees.
- gg. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosiveness, reactivity or toxicity.
- hh. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage
- ii. **Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act

- (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- HHW must be located within a designated area and be removed from an applicant's improved property or right-of-way.
  - HHW removal must be the legal responsibility of the City.
  - HHW must be a result of the major disaster event.
  - The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
- jj. Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".
- kk. Mulching or Chipping** – See Chipping or Mulching
- ll. Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- mm. National Response Framework** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts. The National Response Framework is a guide to how the Nation responds to all types of disasters and emergencies. It is built on scalable, flexible, and adaptable concepts identified in the National Incident Management System to align key roles and responsibilities across the Nation. This Framework describes specific authorities and best practices for managing incidents that range from the serious but purely local to large-scale terrorist attacks or catastrophic natural disasters. The National Response Framework describes the principles, roles and responsibilities, and coordinating structures for delivering the core capabilities required to respond to an incident and further describes how response efforts integrate with those of the other mission areas.
- nn. PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."
- oo. Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- pp. Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- qq. Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

- rr. Right of Entry** – As used by FEMA, the document by which a property owner confers to an applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- ss. Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- tt. Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- uu. Temporary Debris Management Site** – Temporary Debris Management (TDMS) sites are locations designated by the City for the temporary storage and reduction of disaster related debris.
- vv. Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- ww. United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- xx. Vegetative Debris** – As outlined in FEMA PAPPG, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

  - Debris must be located within a designated area and be removed from an applicant’s improved property or right-of-way.
  - Debris removal must be the legal responsibility of the applicant.
  - Debris must be a result of the major disaster event.
- yy. Volatile Organic Compounds (VOCs)** – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.
- zz. White Goods** – As outlined in FEMA PAPPG, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

  - White goods must be located within a designated area and be removed from an applicant’s improved property or ROW.

- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

## **Section 2 – Scope of Services**

### **2.1 TECHNICAL AND OPERATIONAL REQUIREMENTS**

Proposals will be considered from qualified CONTRACTORS or individuals whose experience includes successful work on similar projects.

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

### **2.2. KNOWLEDGE OF FEDERAL POLICIES, REGULATIONS, AND GUIDELINES**

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

### **2.3. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMAN’S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA F**

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

### **2.4. SCOPE OF SERVICES**

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City’s Debris Manager. Work shall also include the clearing and removing of any and all “eligible” debris as most currently defined (at the time Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. “Eligible” also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout Scope of Services items 2.4.1 through 2.4.15. Work may include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3)

hauling debris to City approved TDMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA PAPPG, state or federal Disaster Specific Guidance (DSG) or policies, will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the City Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the City Debris Manager in writing.

**Scope of services under this contract includes, but is not limited to:**

- 2.4.1 Emergency Road Clearance** - At the request of the City for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work (the initial push). This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Emergency roadway clearance shall be performed on a Time-and-Materials (T&M) basis only during the initial push period not to exceed seventy (70) hours of actual debris clearance operations following issuance of the Notice to Proceed. The seventy (70) hour limit shall not be extended by the City. Any work performed on a T&M basis after the 70-hour limit shall be considered non-reimbursable under federal disaster assistance programs and shall not be authorized. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule. Upon expiration of the 70-hour period, all remaining debris removal, hauling, reduction, and disposal operations shall be compensated strictly under the unit price Schedule 2. All T&M work performed during the initial clearance period shall be subject to a Not-to-Exceed (NTE) ceiling established in the Notice to Proceed. The Contractor shall track cumulative T&M costs and immediately notify the City when 80% of the NTE is reached. The Contractor shall cease T&M work upon reaching the NTE or the 70-hour limit, whichever occurs first.
- 2.4.2 Right-of-Way (ROW) Vegetative Debris Removal** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.
- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

- b. Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved TDMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

**2.4.3 ROW C&D Debris Removal** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the City ROW to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

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

weights.

**2.4.4 Removal of Debris from City Parks and Facilities** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related trees, vegetative, and non-vegetative debris existing in City Parks and Facilities to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

All debris removal from City Parks, improved public property, and Facilities will be at the approval and authorization of the City prior to removal.

**2.4.5 Removal of Debris from Canals/Waterways** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing in City maintained canals and waterways to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

Removal of trees, vegetative, and non-vegetative debris deposited into drainage easements and natural and man-made canals and waterways that inhibit the natural flow of water, obstruct or could obstruct intake structures, could cause damage to structures, such as bridges and culverts, or is causing or could cause flooding to improved property during the occurrence of a five-year flood is a unique process requiring unique equipment. As such, this process requires unique documentation and costing.

All debris removal from canals and waterways will be at the approval and authorization of the City prior to removal.

All debris removal shall be done from the waterway, unless otherwise approved by the City.

The City maintains 2 boat ramps (Colohatchee and Snook Creek) that are restricted to City use and emergency response only. These ramps will be made available for Contractor access to canals and waterways. Unless impractical or unsafe, the contractor shall only access canals and waterways via established boat ramps.

If Right of Entry is required to access and remove debris from public canal or waterway it is the responsibility of the Contractor to obtain, and it shall only be obtained with prior approval of the City.

**2.4.6 TDMS(s) Management, Operations and Reduction Through Grinding** - The City will utilize Broward County operated TDMS's as the primary means to process and dispose of materials but may establish and operate its own TDMS in certain situations. If needed, services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic

control costs and other associated costs necessary to manage and operate TDMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the City Debris Manager prior to commencement of reduction activities. The TDMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

- a. The management of TDMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited to, the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the TDMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA, and FDEP guidelines.
- c. Debris at TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced disaster debris must be staged separately from reduced debris at the TDMS(s).
- e. If the alternate tonnage price schedule of this RFP is used the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the City intends on using the alternate tonnage schedule of this RFP. Contractor shall provide a sufficient number of scales meeting the City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall make the sole determination of time determined to be excessive. To the extent that the City determines that additional scales are required, certified scales must be operational within five (5) business days of the City's written request.
- f. Maintaining the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- g. Contractor is responsible for all associated costs necessary to provide TDMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- h. Contractor is responsible for all associated costs necessary to provide TDMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- i. Contractor is responsible for all associated costs necessary to provide TDMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).

- j. Contractor is responsible for all associated costs necessary to provide Stormwater management.
- k. Contractor is responsible for all associated costs necessary to provide TDMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- l. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in lined containers at the TDMS will be collected by the City's Hazardous Materials Removal and Disposal Contractor(s).
- m. Contractor is responsible for providing twenty-four (24) hour TDMS(s) security.
- n. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- o. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2.6.19: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original or better condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

Per Section 2.9.19 of this document, entitled "Environmental Protection", Contractor is responsible for the containment, collection, and safe disposal of all hazardous materials, including but not limited to fuel, oil, and chemicals. Contractor is responsible for all costs associated with the clean-up of hazardous materials; and clean-up shall be in accordance with all applicable federal, state, and local laws and regulations.

**2.4.7 Haul-out of Reduced Debris to City Approved Final Disposal Site** - The City intends to utilize Broward County operated TDMS's as the primary means to process and dispose of materials

but may need to establish and operate its own TDMS in certain situations. If needed, services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a City approved TDMS(s) to a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

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

**2.4.8 Removal of Hazardous Leaning Trees and Hanging Limbs** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 1/2) feet above ground level and eligible hazardous hanging limbs two (2) inches or greater in diameter at the break existing on the City ROW, parks and facilities or hanging over improved public property or public use areas and poses an immediate threat. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing at the break in the City ROW, parks and facilities will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and

procedure described in "ROW Vegetative Debris Removal" (Scope of Services, Item 2). Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet above ground level, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, Item 2. The City will not compensate the Contractor for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

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

**2.4.9 Removal of Hazardous Stumps** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured two (2) feet above ground level, existing on the City ROW,

parks, and facilities. The Contractor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the City ROW, parks and facilities will be transported to a City approved TDMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured two (2) feet above ground level and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Item 2. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Item 2.

- a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW, parks, facilities, or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
  - i. Fifty percent (50%) or more of the root ball is exposed.
  - ii. The stump is on City ROW or improved public property and poses an immediate threat to life, public health, and safety.
- b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).
- c. Stumps shall only be collected after the monitoring firm(s) and the Contractor(s) document and perform the following:
  - i. Location. Determine the uprooted stump is located on improved public property or public right-of-way. Record and document the location through photography, map depiction, and specific descriptive notations.
  - ii. Size. Measure and record the diameter of the stump to be removed at the appropriate location.
  - iii. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
  - iv. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring

firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

- d. The unit stump price shall be all inclusive to include but not limited to stump extraction, transport, disposal, and filling of root-ball hole.

**2.4.10 ROW White Goods Debris Removal** - Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City approved TDMS, decontamination, and transportation to a City approved final disposal site. White goods containing refrigerants must first have such refrigerants removed by the Contractor’s qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida but are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods include obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- c. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City approved final disposal site.

**2.4.11 Household Hazardous Waste (HHW) Removal, Transport, and Disposal**

- a. Unless requested by the City to remove HHW from the ROW, the Contractor shall not collect HHW from the ROW. Such request by the City shall be made in writing.
- b. If requested by the City per 2.3.11(a), the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:
  - i. Contractor shall be responsible for proper handling and disposal of all HHW that is transported to the City approved DMS or a City approved Final Disposal Site in accordance with section 2.8.10.
  - ii. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and

- disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the City.
  - iii. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
  - iv. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.
- b. Services performed under this Contract element, if requested/authorized in writing by the City, will be compensated using Schedule 2 – Unit Rate Price Schedule.

#### **2.4.12 E-Waste Removal**

- a. Under the Contract Contractor may be requested to remove E-Waste from the ROW. Such request by the City shall be made in writing.
- b. If requested by the City per 2.3.11(a), the Contractor shall adhere to all relevant Federal, State, and Local Rules, Laws, and Guidelines, in addition to the following:
  - i. Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.
  - ii. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a City approved processing facility. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

#### **2.4.13 Abandoned Vehicle Removal**

- a. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.
- b. The removal, transportation and disposal of eligible abandoned vehicles include obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.
- c. No vehicles shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.

**2.4.14 Dead Animal Carcasses** - Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City approved Final Disposal Site. Contractor shall coordinate activities with the Broward County Animal Services Division and the Broward County Health Department. Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

**2.4.15 Other Debris Removal Work** - Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

**2.5. ACTIVATION**

The Contractor(s) shall contact the City Debris Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the City of Wilton Manors for which there is no advance warning. After a disaster occurs, a designated City employee will contact the Contractor(s) holding the Disaster Debris Removal and Disposal contract to advise them of the City’s intent to activate the contract for removal and disposal of disaster debris. Before work begins, the City must issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the City Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor(s) shall begin within twenty-four (24) hours of notification by the City. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and commence debris removal operations. The initial emergency push period shall be tracked from the start of physical debris clearance operations, not mobilization. Mobilization, planning, and staging time do not count toward the 70-hour limit unless debris is physically being moved. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

**2.6. PRE-EVENT COORDINATION MEETING**

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

**2.7. DESCRIPTION OF DESIGNATED AREAS**

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

- a. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- b. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the

City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

- c. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- d. For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- e. Contractor shall deliver all disaster related debris to a City approved Temporary Debris Management Site (TDMS) or City approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- f. All Final Disposal Sites must be approved, in writing, by the City Debris Manager. When The City utilizes a Broward County TDMS, the Contractor will be responsible for the handling of un-reduced debris until it is delivered to the TDMS. When the City establishes its own TDMS, the Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and un-reduced debris. TDMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation methods must be approved, in writing, by the City Debris Manager.
- g. Payment for disposal costs such as tipping fees incurred by the Contractor at a City approved Final Disposal Site that meets local, state and federal regulations for disposal will be reimbursed by the City as a pass through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City approved Final Disposal Site.
- h. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- i. The City reserves the right to inspect TDMS and FDS, verify quantities, and review operations at any time.

**2.8. TEMPORARY DEBRIS MANAGEMENT SITES AND FINAL DISPOSAL SITES**

The City will utilize Broward County operated TDMS’s as the primary means to process and dispose of materials but may establish and operate its own TDMS in certain situations. When directed, the Contractor is responsible for providing final disposal of all debris generated and collected within the City in accordance with requirements of FEMA, FHWA, FDEP, and all other applicable federal, state, and local laws and regulations. Prior to the award of this agreement, and annually thereafter, the Contractor shall provide a list of Final Disposal Site(s) to be used for debris disposal.

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

Broward County has established two locations for Temporary Debris Management Sites (TDMS) that may be used by the City through an InterLocal Agreement.

Site Name	Broward County WCDS Incinerator #2-53202
Site Address	2780 N. Powerline Road, Pompano Beach, FL
GPS Location	Lat: 26:15:56.92; Long.: 80:09:2.30
Type of Debris Managed	Construction & Demolition Debris, Yard Trash, Mixed

Site Name	Broward County Landfill-53328
Site Address	7101 SW 205 <sup>th</sup> Ave, Southwest Ranches, FL
GPS Location	Lat: 26:01:50.92; Long.: 80:25:20.37
Type of Debris Managed	Construction & Demolition Debris, Yard Trash, Mixed

The City has one (1) potential DMS sites that the City may authorize for debris management. Prior to the Start of each hurricane season, the Contractor shall evaluate any City provided DMS Site. The City maintains the right to limit the use and/or eliminate any or all DMS Sites at the City’s sole discretion. The City shall authorize, in writing, the use of any City provided DMS prior to the start of operations.

Site Name	FDEP WACS ID: 98118
Site Address	2500 Wiles Road, Pompano Beach, Fl
GPS Location	Lat: 26:17:12.61; Long.: 80:10:22.79
Estimated Size	
Type of Debris Managed	Yard Trash

The City will assign specific DMS to specific Contractor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Contractor. If additional DMS locations are needed for the operation, the Contractor shall provide a list of DMS locations. The list will include all necessary site information to allow the City to submit to FDEP for approval. If the Contractor(s) establish any additional DMS, a

copy of the agreement showing indemnification of the City for the use and proposed restoration plan of the additional sites, shall be provided to the City. In addition, the Contractor shall execute a hold harmless agreement for each Contractor established DMS that is not located on City property. The hold harmless agreement must be approved by the City prior to execution.

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

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

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

The Contractor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, safety, and applicable requirements of Section 2.4.6 of this document entitled "DMS(s) Management , Operations, and Reduction Through Grinding". The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Contractor's Operation Manager, who will in turn provide this information to the City Debris Manager. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

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

- 2.8.1 Termination for Convenience** - The City reserves the right to terminate the contract with the Contractor(s) at any time and for any reason.
- 2.8.2 Notice to Proceed** - The City shall issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Notice to proceed will include a non-binding estimate of cost for services. The Contractor(s) must acknowledge receipt of the written Notice to Proceed.
- 2.8.3 Changes in Scope of Work** - The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation, must be annually agreed upon and incorporated by written amendment to the agreement.
- 2.8.4 Safety** - The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites include traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met, and a safety officer assigned to the project for the duration of this contract.
- 2.8.5 On-Site Project Manager** - The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.
- 2.8.6 Superintendent Shall be Supplied by the Contractor** - The Contractor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the Contractor. All authorized communications given to the superintendent by the City, and all contract-related decisions made by the superintendent, shall be binding to the Contractor. The superintendent shall be considered to be, at all times, an employee of the Contractor under its sole direction and not an employee or agent of the City.

Contractor is to provide a dedicated crew for the City of Wilton Manors during the cleanup no matter how many other local cities the Contractor service. Once a truck is certified to work in the City of Wilton Manors it should service the City until completion.

### **2.8.7 Equipment**

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

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

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

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

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

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

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

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

**2.8.11 Work Hours** - The Contractor(s) shall conduct those debris removal operations generating

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

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Memorial Day
- e. Juneteenth
- f. Independence Day
- g. Labor Day
- h. Veteran's Day
- i. Thanksgiving Day
- j. Day after Thanksgiving
- k. Christmas Eve
- l. Christmas Day

**2.8.12 Time of Completion** - The services shall commence upon written notice to proceed from the City manager or his designee, and the project shall be completed in accordance with the project schedule.

**2.8.13 Liquidated Damages** - Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy two (72) hours of being issued Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved TDMS or City approved Final Disposal Site and any associated fines levied by a third party. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

**2.8.14 Damages** - All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the City Debris Manager. Any invoices submitted to the City such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

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

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

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

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

**2.8.15 Existing Utilities**

a. Some trees and debris that are to be removed under this contract may be blocked or

entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.

- b. The Contractor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Contractor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Contractor(s).

#### **2.8.16 Debris Site Tower Specifications**

- a. The Contractor(s) shall provide as many towers as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a TDMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Scope of Services, Item 6.

#### **2.8.17 Facilities at TDMS Locations**

- a. The Contractor(s) shall provide as many ADA compliant portable toilets as designated by the City at each dumpsite for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Scope of Services, Item 6.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

**2.8.18 Ownership of Debris** - All debris residing in the City ROW and City provided TDMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing,

the City will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

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

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

#### **2.8.19 Environmental Protection**

- a. Any and all fluids or chemicals (work-related materials such as Oil-Dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed, and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

- f. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.
- g. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor shall take immediate containment action as necessary to minimize the effect of any spill or leak. Cleanup shall be done in accordance with applicable federal and local laws and regulations.

Petroleum, Oil, and Lubricant Spills shall be reported to the National Response Center, Broward County Environmental Protection Department and the City Debris Manager immediately following discovery. A written follow-up shall be submitted to the City Debris Manager not later than 7 days after the initial report. The written report shall be in narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including any identity, quantity, etc.)
- Determination as to whether the amount spilled is EPD/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving waters (including, but not limited to canals and drainage areas)
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedure implemented.
- Summary of all communications the Contractor has had with press or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

#### **2.8.20 Documentation and Measurement**

- a. Contractor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All trucks used for collection and hauling of eligible debris from the City ROW to City approved TDMS(s) or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor

name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.

- c. The Contractor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the monitoring company or its authorized representative for recording volumes of debris removal. The ticket may be either a paper ticket or an electronic automated Debris Management system (ADMS) ticket. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Contractor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.
  - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
  - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and City authorized representative name and signature. No payment will be made by the City for incomplete and/or illegible load or unit rate tickets submitted for payment.
  - Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket and provide all five copies to the vehicle operator. Upon arrival at the TDMS or City approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the TDMS or City approved Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
  - Loads of processed (e.g., chipped) debris being hauled from a TDMS to a City approved Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS. Another City authorized representative will validate and sign the ticket at the City approved

Final Disposal Site.

- The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
  - Load tickets shall be required for all haul operations after the initial push period. No hourly billing shall be accepted once load ticket operations begin.
- e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on “as the crow flies” distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The City shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:
- Section 2.4.2 – ROW Vegetative Debris Removal
  - Section 2.4.3 – ROW C&D Debris Removal
  - Section 2.4.5 – Removal of Debris from Canals/Waterways
  - Section 2.4.7 – Haul-out of Reduced Debris to a City Approved Final Disposal Site

Contractor will assist with reconciliation of load tickets and FEMA inquiries/audits, etc.

### **2.8.21 Payment**

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

complete invoices shall be forwarded by the City authorized representative to the City for payment.

- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.
- e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The City of Wilton Manors will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.
- g. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.
- h. Payment for disposal costs incurred by the Contractor(s) at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. The City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City. The Contractor(s) shall submit a copy of all invoices(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.
- i. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- j. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed eligible by FEMA or FHWA, unless the City otherwise agrees in writing.
- k. All debris clearance invoices will be audited for compliance with Federal record keeping and documentation requirements prior to payment.
- l. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

- m. The City will only compensate work eligible for reimbursement under the FEMA Public Assistance Program. Work performed outside FEMA eligibility requirements, including Time-and-Materials work exceeding seventy (70) hours, shall not be eligible for payment beyond unit price rates.

**2.8.22 Time and Material Contracts if Required** - As may be necessary under this Agreement, whenever separate Time and Materials contracts for any tasks not specified in this document are required, the following requirements shall apply:

- a. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
- b. All Time and Materials contracts must have a not-to-exceed cost cap which the Contractor exceeds at their own risk.
- c. All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.
- d. All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

**2.8.23 Change Orders**

- a. The City, without invalidating this Agreement, may order additions, deletions or revisions to the Work. A written Change Order or Work Change Directive shall authorize such additions, deletions or revisions.
- b. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
- c. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
- d. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
- e. The Project Manager shall submit Change Orders in writing to the City. Approved Change Orders will include signatures of the Emergency Management/Utilities Director, the City Manager, and the Contractor.

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

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

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

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

## Section 3 – Procurement Instructions

### 3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Ariel Montalvo at [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com) by March 12, 2026. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on March 19, 2026. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after March 12, 2026 may not be answered. Only written questions answered by a formal written Addendum will be binding.

### 3.2 SUBMISSION OF PROPOSAL

**3.2.1** Proposer shall submit five (5) paper copies of the proposal in the prescribed form under Section 3.3 along with a single CD or flash drive containing the RFP response in Adobe PDF format. All copies and the CD or flash drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

**3.2.2** Sealed proposals must be received on or before **March 26, 2026 at 2:30 PM (Eastern Time)**, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk's office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except for the City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

**3.2.3** On the envelope containing the proposal the following shall be written in large letters:

<b>Proposal For:</b>	Disaster Debris Removal and Disposal Services
<b>RFP Number:</b>	RFP# 2026-07
<b>To Be Opened:</b>	March 26, 2026 at 2:30 p.m.

**3.2.4** Proposals will be opened and listed publicly in Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305 on the date and time specified above.

**3.2.5** All proposals that are not submitted in the required format or are missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website ([www.wiltonmanors.com](http://www.wiltonmanors.com)) or by sending an email to [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com). All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.

- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes information that indicates financial resources. The City reserves the right to conduct investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to conduct such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.
- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer includes, but is not limited to, cost, whether Proposer meets the City's published requirements, the Proposers experience, skill, ability, financial capacity, references, and any other factors which could reasonably be asserted as being relevant to successful performance.

The City Manager and City Commission may reject any bids, parts of all bids or all bids for any one (1) or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is in default on the payment of taxes, licenses or other moneys due the City.”

- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website and will distribute it via email to all identified prospective Proposers.
- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that he/she has fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from Ariel Montalvo, Purchasing Coordinator, at [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com) or on [www.wiltonmanors.com](http://www.wiltonmanors.com).
- 3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.
- 3.2.20 Proposer's Responsibility to Be Informed** - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.
- 3.2.21 Cone of Silence** - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below.

Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, Ariel Montalvo at [amontalvo@wiltonmanors.com](mailto:amontalvo@wiltonmanors.com). Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

### **3.3 FORMAT AND CONTENTS**

**3.3.1 Cover Page** - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

#### **3.3.2 Tab 1 - Table of Contents**

Include a clear identification of the material by section and by page number.

#### **3.3.3 Tab 2 - Letter of Transmittal**

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

#### **3.3.4 Tab 3 - General Information**

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

3.3.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.3.4.6 Give the date business was organized and/or incorporated, and where.

- 3.3.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.3.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.3.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

**3.3.5 Tab 4 – Project Approach**

- 3.3.5.1 Describe in detail your proposal to fulfill the requirements of the scope of services.
- 3.3.5.2 Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

**3.3.6 Tab 5 – Experience and Qualifications**

- 3.3.6.1 Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.
- 3.3.6.2 Identify the Proposer’s qualifications to perform the services identified in this RFP.
- 3.3.6.3 **Provide a minimum of ten (10) references with all contact information including telephone number and email address.** If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Broward County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

**3.3.7 Tab 6 – Pricing and Payment Terms**

- 3.3.7.1 Include Attachment K, Proposal Price Sheets in this tab.
- 3.3.7.2 Indicate whether the Proposer is willing to accept payment via the City’s P-Card (credit card). If so, are there any fee(s) associated with using a P-Card?

**3.3.8 Tab 7 – Required Affidavits and Certifications**

- 3.3.8.1 Include Attachments A - I in this tab.

**3.4 REVIEW AND EVALUATION PROCESS**

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion,

reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

- 3.4.1 The City reserves the right to require live or web-based presentations/ demonstrations from any or all proposers.
- 3.4.2 The Evaluation Committee will rank all accepted proposals according to the criteria listed herein.
- 3.4.3 Contract negotiations will then be conducted with the First Ranked Proposer, and the negotiated contract will be submitted to the City Commission for final approval.
- 3.4.4 The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	EVALUATION CRITERIA	POINTS
1	Attachment A – Non-Discrimination Affidavit	Pass/Fail
2	Attachment B – Domestic Partnership Certification	Pass/Fail
3	Attachment C – Non-Debarment Affidavit	Pass/Fail
4	Attachment D – Drug-Free Workplace Certification	Pass/Fail
5	Attachment E—Non-Collusive Affidavit	Pass/Fail
6	Attachment F – Certification Pursuant to Florida Statute 287.135	Pass/Fail
7	Attachment G – E-Verify Form	Pass/Fail
8	Attachment H – Compliance with Foreign Entity Laws Affidavit	Pass/Fail
9	Attachment I – Compliance with Anti-Human Trafficking Laws	Pass/Fail
10	Attachment J – Bid Bond	Pass/Fail
11	Experience and Qualifications	40
12	Project Approach	30
13	Pricing	30

## Section 4 – General Terms and Conditions

#### **4.1 GENERAL AND LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. The Contractor shall comply with all applicable federal grant requirements including those contained in Exhibit B. The City may withhold payment, suspend work, or terminate the contract for non-compliance with federal requirements. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

##### **4.1.1 Non-Discrimination** - Section 2-59 of the City's Code of Ordinances states in part:

*All contracting agencies of the city, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder.*

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-59.

- 4.1.2 **Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.
- 4.1.3 **Domestic Partnership Certification** – Proposers shall submit an executed copy of Domestic Partnership Certification attached to the Request for Proposal – Attachment B.
- 4.1.4 **Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.
- 4.1.5 **Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.
- 4.1.6 **Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.
- 4.1.7 **Certification Pursuant to Florida § 287.135** —The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statue § 287.135 Non-Collusive Affidavit— Attachment F.

- 4.1.8 **E-Verify Affidavit** —The Proposer shall submit an executed copy of the E-Verify Form Affidavit—Attachment G.
- 4.1.9 **Compliance with Foreign Entity Laws Affidavit** —The Proposer shall submit an executed copy of the Compliance with Foreign Entity Laws Affidavit—Attachment H.
- 4.1.10 **Compliance with Anti-Human Trafficking Laws** —The Proposer shall submit an executed copy of the Compliance with Anti-Human Trafficking Laws Affidavit—Attachment I.
- 4.1.11 This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.
- 4.1.12 **Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation** – the City encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms.

**4.2 APPLICABLE LAW AND VENUE**

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Wilton Manors and any Proposer shall be brought in Broward County, Florida.

**4.3 CONDITIONS OF PROPOSALS**

- 4.3.1 **Late Proposals: Proposals** received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.
- 4.3.2 **Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.
- 4.3.3 **Public Opening** - All proposals will be publicly opened at the time and place specified and made available for public inspection.
- 4.3.4 **Award Presentation** – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

**4.4 TERMS AND CONDITIONS OF AGREEMENT**

All sections of the City’s specifications and all supplementary documents are essential parts of the City’s contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract. Exhibit B – Federal Regulations (2 CFR Part 200 Appendix II Contract Provisions) is hereby incorporated into and made part of this Agreement as if fully set forth herein. The Contractor agrees to comply with all federal grant requirements

contained therein. Failure to comply with Exhibit B shall constitute a material breach of contract.

**4.5 DISCUSSION WITH RESPONSIBLE PROPOSERS**

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

**4.6 EXECUTION OF AGREEMENT**

The first ranked Proposer shall, within thirty (30) calendar days after the City of Wilton Manors issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

**4.7 CONFLICT OF INTEREST**

The award hereunder is subject to the provision of State of Florida Statutes and City of Wilton Manors Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity.

**4.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

**4.9 PUBLIC ENTITY CRIMES**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public

work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, 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 §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

#### 4.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;
- The full name of the Contractor, or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

#### 4.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

4.11.1 The first ranked Proposer 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, which must include the following coverage and minimum limits of liability:

- (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the first ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The first-ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;

(6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(d) Professional/Errors & Omissions - \$250,000.00

(e) Employee dishonesty/theft - \$250,000

4.11.2 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF WILTON MANORS SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. INSURANCE Companies selected must be acceptable to City. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the successful Proposer receives notice of cancellation from its insurance company, the successful Proposer shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

4.11.3 The successful Proposer shall ensure that any company issuing insurance covering the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

4.11.4 The successful Proposer shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

4.11.5 The successful Proposer agrees to perform the work under the Contract as an independent proposer, and not as a subcontractor, agent or employee of the City.

4.11.6 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

4.11.7 The successful Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.

#### **4.12 CODE OF ETHICS**

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Broward County, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

#### **4.13 PATENTS, ROYALTIES AND COPYRIGHT**

The Proposer, without exception, shall defend, indemnify and save harmless the City of Wilton Manors, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Wilton Manors, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### **4.14 INDEMNIFICATION**

4.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, first ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the first ranked Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

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

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

#### **4.15 WARRANTIES**

4.15.1 Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Contractor is a party.

- 4.15.2 Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 4.15.3 Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 4.15.4 All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

**4.16 PUBLIC RECORDS**

The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

- 4.16.1 Keep and maintain public records required by the CITY to perform the service;
- 4.16.2 Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 4.16.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and
- 4.16.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor’s possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 4.16.5 The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**  
**2020 WILTON DRIVE**  
**WILTON MANORS, FLORIDA 33305**  
**(954) 390-2123**  
[ebeckford@wiltonmanors.com](mailto:ebeckford@wiltonmanors.com)

#### **4.17 BID SECURITY**

A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit, in an amount of five percent (5%) of the total bid price, payable to the City of Wilton Manors and conditioned upon the successful Bidder entering into Contract as specified within thirty (30) days after award of Contract and furnish the necessary documents to the City including, but not limited to: insurance certificates, Public Construction Bond, etc. in the amount stated herein. All bonds shall be written by a surety authorized to conduct business in the State of Florida and shall have a registered agent in the State of Florida. A Bid Bond shall be written by a Surety licensed to do business in Florida and named in the current list of "Companies" Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" as published in Circular 570(amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury.

Bid Security of the successful Bidder shall be forfeited to the City of Wilton Manors not as penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to enter into Contract or fail to comply with any other requirements of the Specifications or of his Proposal. The CITY then may award the Contract to the next lowest and/or most responsive and responsible Bidder, or the Work may be re-advertised or may be performed by CITY forces without Contract as the City Commission may deem to be in the best interest of the CITY. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; full execution of contract documents, if required; or any other specified special condition

#### **4.18 PERFORMANCE BOND**

- 4.18.1 Upon award of a contract, the Successful Offeror, as required under the specific procedures and timelines as outlined in Paragraph 4.18.2 herein will be required to submit performance and payment bonds.
- 4.18.2 This is a Standby / Pre-Event Agreement. Upon activation of this Agreement by the City, the Contractor will be required to provide Performance and Payment Bonds in the amount of \$1,000,000 or 100% of the estimated contract value identified in the Notice to Proceed, whichever is greater, within three (3) calendar days of a written 'Notice to Proceed' by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety.

- 4.18.3 Proposers must include with their proposal response, a letter from their bonding company / surety that guarantees that the proposing firm will be able to provide Performance and Payment Bonds in the amount required in Paragraph 4.18.2 above, at the time of an event.
- 4.18.4 Proposers shall factor the annual cost of a Performance and Payment Bond into their administrative costs when responding to this proposal. The City will not accept a direct pass-through item for bonding.”

**4.19 ENVIRONMENTAL AND SOCIAL GOVERNMENT AND CORPORATE ACTIVISM**

Bidders are hereby notified of the provision of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder’s social, political, or ideological interest when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City’s governing body may not give preference to a Bidder based on the Bidder’s social, political, or ideological interests.

Contractors working under any subsequent agreement made pursuant to this ITB shall not give preference to subcontractors based on social, political, or ideological interests. A violation of the terms in this section shall result in termination of any agreement entered into pursuant to this ITB and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

**ATTACHMENT A**  
**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of such classes or in retaliation for or opposition to any such practices against any employee of, any City employee working with, or applicant for employment or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-60 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)  
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: \_\_\_\_\_

**ATTACHMENT B**

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-58(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-58(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

*“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”*

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

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification:\_\_\_\_\_

**CITY OF WILTON MANORS, FLORIDA**

**ORDINANCE NO. 2013 – 0013**

**(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)**

**Effective October 1, 2013**

**Section 3:** Section 2-58 of the Code of Ordinances is amended by creating Subsection (v) as follows:

**Section 2-58(v).**

1. For purposes of this Section, the following definitions shall apply:

*Domestic Partner* shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

*Cash equivalent* shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

*Competent to contract* shall mean the two partners are mentally competent to contract.

*Dependent* shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

**Domestic Partner Benefits Requirement** means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

**Equal Benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

**2. Equal Benefits Requirements.**

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
  1. Currently complies with the conditions of this Section; or
  2. Will comply with the conditions of this Section at time of contract award; or
  3. Will not comply with the conditions of this Section at time of contract award; or
  4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. **Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:
  - 1. Where only one (1) solicitation response is received;
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
  - 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. **Grandfather.** It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

**ATTACHMENT C**

**NON-DEBARMENT AFFIDAVIT**

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

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer (“Respondent”) that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1.The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and

2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment 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 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; and

3. The Respondent is 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 2 of this affidavit; and

4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)  
(Printed, Typed, or Stamped Name of Notary)

Personally Known OR  
 Produced Identification: Type of Identification: \_\_\_\_\_

## ATTACHMENT D

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 6) 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.
- 6) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 6) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 6) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6) 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.

---

COMPANY NAME

---

VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**

**ATTACHMENT E  
NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

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

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

- (1) He/she is the \_\_\_\_\_ ,(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed 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 any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing 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 the price or prices in the attached proposal or of any other Proposer, or 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.

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

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

Personally Known OR

Produced Identification: Type of Identification: \_\_\_\_\_



ATTACHMENT G

**E-VERIFY FORM FOR ALL SOLICITATIONS:**

**CITY OF WILTON MANORS**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

**TO BE RETURNED WITH PROPOSAL**

Project \_\_\_\_\_

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

Project No.:

Contractor certifies that it is aware of and complies with the applicable requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

(a) Contractor and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.

(b) If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. If the City, Contractor, or subcontractor has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. If the City has a good faith belief that a subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If the City terminates a contract with a Contractor under this paragraph, the Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A Contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

(d) The City, Contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

Contractor Name

\_\_\_\_\_

\_\_\_\_\_ Printed Name

Contractor Authorized Representative

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year),

by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type  
of authority e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name  
of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

\_\_\_ Personally Known

\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

**Must be executed and returned with attached proposal to be considered.**

**ATTACHMENT H**  
**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**  
**CITY OF WILTON MANORS**

**TO BE RETURNED WITH PROPOSAL/BID**

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

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

**ATTACHMENT I**

**AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an adult resident of the State of Florida.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: \_\_\_\_\_, 2026 \_\_\_\_\_

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

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

SWORN TO (or affirmed) and subscribed before me by means of  physical presence  
 or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
 \_\_\_\_\_ in his/her capacity as  
 \_\_\_\_\_ for \_\_\_\_\_ (name of  
 Entity).

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

\_\_\_\_ Personally Known OR  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of Identification Produced

**ATTACHMENT J**  
**BID BOND**

**BIDDER** (Name and Address):

**SURETY** (Name and Address of Principal Place of Business):

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

**OWNER** (Name and Address):

CITY OF WILTON MANORS  
2020 Wilton Drive  
Wilton Manors, Florida 33005

**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description including Location):

**Disaster Debris Monitoring Services**

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE: (Not later than Bid Due Date): \_\_\_\_\_

PENAL SUM: Five Percent (5%) Bid Amount

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal) \_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal) \_\_\_\_\_  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

- 
- Note:** (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

## DAMAGES FORM

1.0 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2.0 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3.0 This obligation shall be null and void if:

3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

3.2. All bids are rejected by Owner, or

3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (for any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4.0 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of

default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.0 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6.0 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7.0 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.0 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.0 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10.0 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirements of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.0 The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**ATTACHMENT K**  
**PROPOSAL PRICE SHEET**

All proposing firms must complete all sections of the following price sheets. The hourly rate must include all costs associated with the performance of the contract as a result of this RFP. The pricing below must include overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials and items. All proposing firms must provide an hourly rate for every item listed below. The hourly rate total will be used to award the cost of the contract. The actual contract total value will be negotiated with the awarded contractor prior to the issuance of the Notice to Proceed for each event. Proposing vendor must completely fill out below, total hourly/labor rate and total price. Not applicable or NA is not acceptable and will cause your firm's response to be not accepted.

**SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE**

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	1		
Crash Truck w/Impact Attenuator	1		
Dozer, Tracked, D3 or Equivalent	1		
Dozer, Tracked, D4 or Equivalent	1		
Dozer, Tracked, D5 or Equivalent	1		
Dozer, Tracked, D8 or Equivalent	1		
Dump Truck, 16 +/- CY	1		
Dump Truck, 20 +/- CY	1		
Dump Truck, 38 +/- CY	1		
Generator, 5.5 kW, List kW Capacity	1		
Generator, 200 kW, List kW Capacity	1		
Generator, 2,500 kW, List kW Capacity	1		
Light Plant with Fuel and Support	1		
Grader w/12" Blade (Min. 30,000 LB)	1		
Hydraulic Excavator, 1.5 CY	1		
Hydraulic Excavator, 2.5 CY	1		
Knuckleboom Loader	1		
Lowboy Trailer w/ Tractor	1		
Mobil Crane up to 15 Ton	1		
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1		
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1		
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1		
Pickup Truck, 1 Ton	1		
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	1		
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	1		
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	1		
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	1		
Tub Grinder, 800 to 1,000 HP	1		
Hydraulic Excavator, 1.5 cy (w/ thumb)	1		
Hydraulic Excavator, 2.5 cy (w/ thumb)	1		
Truck, Flatbed	1		
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	1		
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	1		
Wheel Loader, 3 CY, 152 HP	1		
Wheel Loader, 4.0 CY, 200 HP	1		
Wheel Loader, 1.5 CY, 95 HP	1		
<b>EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:</b>			<b>\$</b>
<b>OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW</b>			

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			
<b>LABOR CATEGORY</b>	<b>Estimated Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Extended Price</b>
Project Manager w/ Cell Phone and .5 Ton Pickup Truck	1		
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	1		
Tree Climber/ Chainsaw and Gear	1		
Laborer w/ Chainsaw and Gear	1		
Laborer w/ Small Tools, Traffic Control, or Flag Person	1		
Bonded and Certified Security Personnel	1		
<b>LABOR CATEGORY GRAND TOTAL EXTENDED PRICE:</b>			<b>\$</b>
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
<b>CREW CATEGORY</b>	<b>Estimated Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Extended Price</b>
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	1		
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			
<b>Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.</b>			

**SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**

Reference to RFP Scope of Services Items 2.4.2 to 2.4.11. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the City. Items 12 - 20 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.

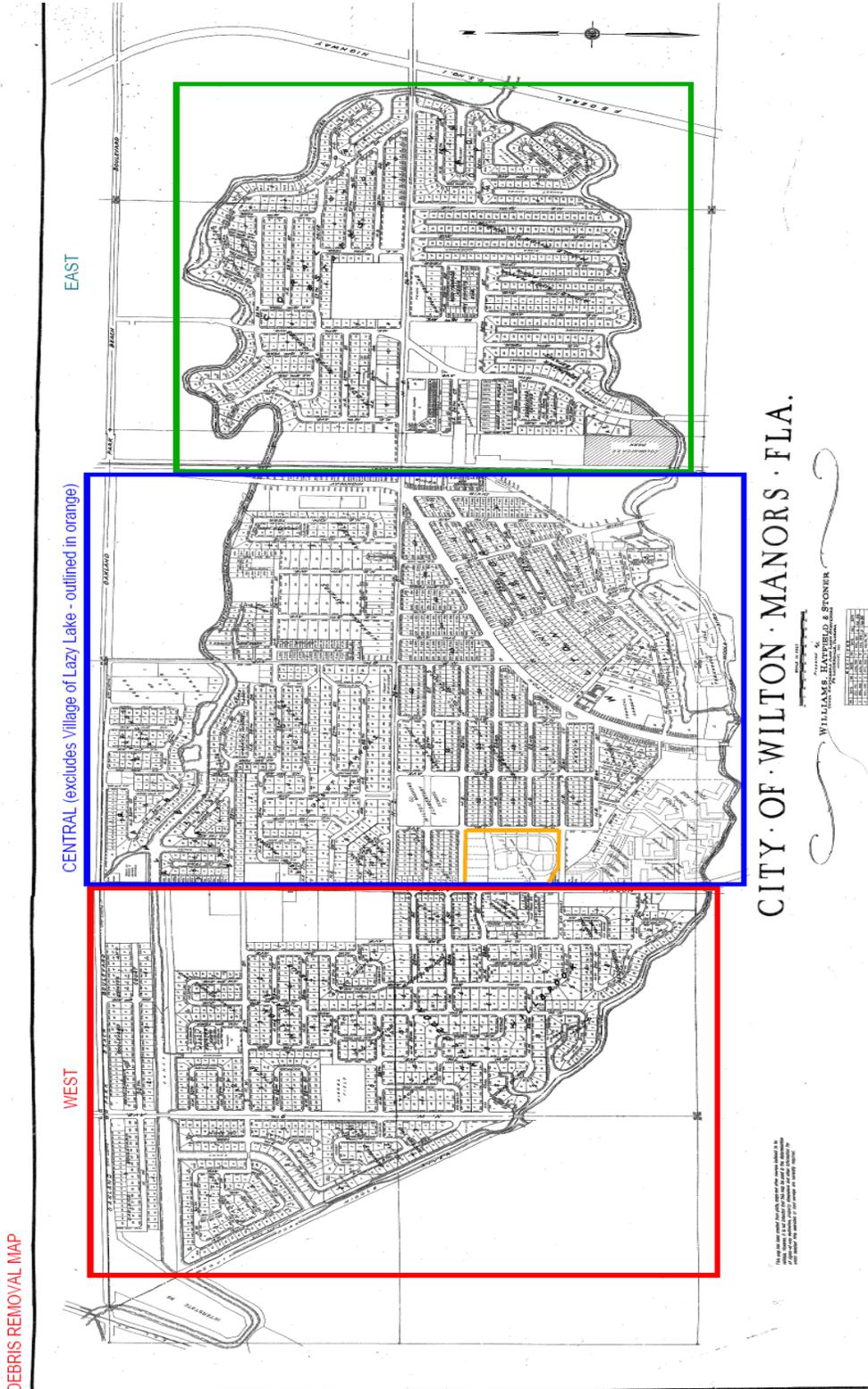
1	<b>Vegetative Debris Removal</b> (Section 2.3.2) Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a City approved debris management site (DMS) or City approved final disposal site. This proposed rate also shall apply to Removal of Debris from City Parks & Facilities (Section 2.3.4).	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
	Removing vegetative debris from public property and ROW and hauling to DMS	1		
2	<b>C&amp;D Debris Removal</b> (Section 2.3.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a City approved final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
	Removing C&D debris from ROW or public property and hauling to DMS	1		
3	<b>Debris Removal from Canals / Waterways</b> (Section 2.3.5) Work consists of the collection and transportation of eligible debris from City maintained canals and waterways to a City approved final disposal site.	<b>Estimated Quantity (CY1)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
	Removing debris from city maintained canals/waterways and hauling to final disposal site	1		
4	<b>DMS Operation and Reduction Through Grinding</b> (Section 2.3.6) Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
		1		
5	<b>Haul-out of Reduced Debris to a City Approved Final Disposal Site</b> (Section 2.3.7) Work consists of loading and transporting reduced eligible disaster related debris at a City approved DMS to a City designated final disposal site.	<b>Estimated Quantity (CY)</b>	<b>\$ Per Cubic Yard</b>	<b>Total</b>
		1		
6	<b>Removal of Hazardous Trees and Limbs</b> (Section 2.3.8) Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal. Sizes as follows:	<b>Estimated Quantity</b>	<b>\$ Per Tree</b>	<b>Total</b>
	6 inch to 12.99 inch diameter	1		
	13 inch to 24.99 inch diameter	1		
	25 inch to 36.99 inch diameter	1		
	37 inch to 48.99 inch diameter	1		
	49 inch and larger diameter	1		
	Hanger Removal (per Tree)	1		

7	<p><b>Removal of Hazardous Stumps</b> (Section 2.3.9)                      Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Sizes as follows:</p>	<b>Estimated Quantity</b>	<b>\$ Per Stump</b>	<b>Total</b>
	24.1 inch to 36.99 inch diameter	1		
	37 inch to 48.99 inch diameter	1		
	49 inch and larger diameter	1		
8	<p><b>ROW White Goods Debris Removal</b> (Section 2.3.10)                      Work consists of the removal of eligible White Goods from the ROW to a City approved DMS site or City approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the City approved DMS to a City approved facility for recycling. Units as follows:</p>	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
	AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	1		
	Washers, dryers, stoves, ovens, and hot water heaters	1		

<b>SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED</b>				
Ancillary Options - The Following Items are not included in the Price Evaluation				
<b>9</b>	<b>Household Hazardous Waste Removal, Transport, and Disposal</b> (based on Section 2.3.11) Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a City approved permitted hazardous waste facility or MSW type I landfill.	<b>Estimated Quantity</b>	<b>\$ Per Pound</b>	<b>Total</b>
		1		
<b>10</b>	<b>E-Waste Removal</b> (based on Section 2.3.12) Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
		1		
<b>11</b>	<b>Abandoned Vehicle Removal</b> (based on Section 2.3.13) Work consists of the removal and transport of eligible abandoned vehicles as follows:	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
	Passenger Car	1		
	Single Axle	1		
	Double Axle	1		
<b>12</b>	<b>Dead Animal Carcasses</b> (based on Section 2.3.14) Work consists of the recovery and disposal of dead animal carcasses.	<b>Estimated Quantity</b>	<b>\$ Per Pound</b>	<b>Total</b>
		1		
<b>13</b>	<b>Bottled Water</b> (1 Gallon Bottles)	<b>Estimated Quantity</b>	<b>\$ Per Gallon</b>	<b>Total</b>
		1		
<b>14</b>	<b>Bottled Water</b> (24 bottles per case. Each bottle approximately. 16.9 oz.)	<b>Estimated Quantity</b>	<b>\$ Per Case of 24</b>	<b>Total</b>
		1		
<b>15</b>	<b>Ice, pre-packaged in 10 lb. bags</b>	<b>Estimated Quantity</b>	<b>\$ Pound</b>	<b>Total</b>
		1		
<b>16</b>	<b>Meals Ready-to-Eat</b>	<b>Estimated Quantity</b>	<b>Each</b>	<b>Total</b>
		1		
<b>17</b>	<b>Meals Ready-to-Eat (Kosher)</b>	<b>Estimated Quantity</b>	<b>Each</b>	<b>Total</b>
		1		
<b>18</b>	<b>Portable Outdoor Toilet with Sanitary Pumping Services Included</b>	<b>Estimated Quantity</b>	<b>Rental Per Week</b>	<b>Total</b>
		1		

# EXHIBIT A

## CITY OF WILTON MANORS MAP



## **EXHIBIT B**

### **ELECTRONIC CODE OF FEDERAL REGULATIONS**

e-CFR data is current as of January 5, 2026

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

### **PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

#### **Procurement Standards**

#### **§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

#### **§ 200.322 Domestic preferences for procurements.**

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

**§ 200.323 Procurement of recovered materials.**

- (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

**§ 200.326 Bonding requirements.**

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

**§200.327 Contract provisions.**

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- (c) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (d) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (e) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (e) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (f) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (g) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- (h) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(i) See [§ 200.323](#).

(j) See [§ 200.216](#).

(k) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

**Section 3.** The following federally required contract provisions are hereby incorporated into the Contract between the City and Contractor.

### **FEDERAL REQUIRED CONTRACT PROVISIONS.**

#### **FEMA – Non-Construction**

**If any work performed under the Original Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”), Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA funding, including but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).**

A. Funds for this project are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

**B. In the event of a conflict between the Federal and State of Florida Statutory Requirements listed in this section and other provisions of the Invitation to Bid, the Federal and State Statutory Requirements will govern and prevail.**

C. Contract Award. The contract will be awarded on the basis of the lowest responsive bid submitted by a bidder meeting the requirements of the Invitation to Bid.

D. Pursuant to 44 CFR 13.36(i)(1), CITY is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

E. Pursuant to 44 CFR 13.36(i)(2), CITY may terminate the Agreement for cause or convenience in accordance with the terms of the Agreement and those provided by 44 CFR 13.44.

F. Pursuant to 44 CFR 13.36(i), Contractor shall comply with the following federal laws:

#### **1. Non-Discrimination**

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). During the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

#### **2. Civil Rights**

The following requirements will apply to the awarded contract and any sub-contracts:

a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

b) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FEMA may issue.

**3. Compliance with State Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

**4. Compliance with Clean Air Act.** Contractor shall comply 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).

**5. Compliance with the Copeland Anti-Kickback Act.** Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

**6. Compliance with Davis-Bacon Act.** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5).

**7. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** Contractor shall comply 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)

**8.** Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

**9.** Pursuant to 44 CFR 13.36(i)(8), Contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

**10. Access to Records.** In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

- a) The Contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- c) In order to comply with Florida's public records laws, the Contractor shall:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under the Agreement.
  - ii. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - iv. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

**11. No Obligation by the Federal Government**

- a) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**1. Instructions for Certification – Prime Contractor:**

(Applicable to all Federal-aid contracts – 44 CFR 13 and 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 non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement 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.

***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 judgment 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 - Subcontracts:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 44 CFR 13 and 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 Non procurement 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.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion***

***-- Subcontracts and Purchase Orders (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.

**H. Certification Regarding Use of Contract Funds for Lobbying**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 44 CFR 13 and 49 CFR 29)

- (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.

**I. Anti-Contingency Fee Prohibition**

Payment under any resulting contract shall not be based on a percentage of Federal disaster assistance reimbursement or otherwise tied to FEMA funding outcomes. Compensation must be based on agreed unit rates, hourly rates, or lump sum amounts.

**J. Debris Monitoring Conflict Prohibition**

The Debris Removal Contractor shall not perform debris monitoring services for this event or under this procurement. The Contractor and its subcontractors are prohibited from subcontracting for debris monitoring work to avoid conflicts of interest.

**K. Private Property Debris Removal (PPDR) Compliance**

Debris removal from private property may only occur when (1) the Applicant has legal authority and responsibility, (2) Right-of-Entry documentation is obtained, and (3) FEMA eligibility criteria are met. The Contractor shall not enter private property without written authorization from the City Debris Manager.

**L. Federal Procurement Standards – Additional Citations**

The Contractor acknowledges the City's compliance with procurement standards at 2 C.F.R. §§ 200.317–200.320, 200.324, and will provide documentation necessary for cost reasonableness, price analysis, and competition requirements.

**M. Build America, Buy America Act**

This project may be funded in whole or in part with federal assistance and Contractor agrees to flow down all applicable federal requirements, including but not limited to 2 CFR §200, FEMA Public Assistance Program policies, and domestic content requirements of the Build America, Buy America Act.

### SAMPLE A

<b>THE CITY OF WILTON MANORS DEBRIS LOAD TICKET</b>	
<b>CONTRACTOR NAME:</b>	
Ticket No. <b>123456</b>	
Load Site Location: (NE, NW, SE, SW)	
Date:	Zone:
Truck No:	Capacity (CY)
Total Debris Volume:	(CY, TON)
<b>Dump Site:</b>	
<b>DEBRIS CLASSIFICATION</b> (Check Only One Box)	
<input type="checkbox"/>	Vegetation
<input type="checkbox"/>	C&D (Construction and Demolition)
<input type="checkbox"/>	Mixed (Veg. and C&D)
<input type="checkbox"/>	Other
<b>Comments:</b>	
<b>Monitor Name:</b> (Print Name Verify Load Ticket)	
<b>Load Site:</b>	
<b>Dump Site:</b>	
<b>Contractor:</b>	

<b>Load Ticket</b>		Ticket No. <b>0012345</b>	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
<b>Truck Information</b>			
Truck No		Capacity	
Truck Driver (print legibly)			
<b>Loading Information</b>			
<b>Loading</b>	Time	Date	Inspector/Monitor
	Location (Address or Cross Streets)		
<small>When Using GPS Coordinates use Decimal Degrees (Nxx.xxxxx)</small>			
<b>N</b>		<b>W</b>	
<b>Unloading Information</b>			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
<b>Unloading</b>	Time	Date	Inspector/Monitor
	DMS Name and Location		
*Other Debris Explanation		Original:	Applicant
		Copy 1:	_____
		Copy 2:	_____
		Copy 3:	_____

**NOTE:**

THESE FORMS ARE AN EXAMPLE ONLY. CITY WILL PROVIDE THE FORM (S) MEETING THE CURRENT FEMA REQUIREMENTS IN EFFECT FOR THE EVENT

**SAMPLE B**

<b>EMERGENCY DEBRIS CLEARANCE – DAILY TIME VERIFICATION REPORT</b>					
<b>CONTRACTOR:</b>			<b>DATE:</b>		
<b>Equip / Crew Type</b>	<b>Equip / Crew Number</b>	<b>Total Shift Hours</b>	<b>Total Hours Idle</b>	<b>Total Hours</b>	<b>Location</b>
<b>TOTAL HOURS:</b>					

**Monitor’s Name:**  
 (Please Print Name)

**Contractor Agent’s Name:**  
 (Please Print Name)

NOTE: THIS FORM IS AN EXAMPLE ONLY. CITY WILL PROVIDE THE FORM(S) MEETING THE CURRENT FEMA REQUIREMENTS IN EFFECT FOR THE EVENT

**SAMPLE C**

<b>DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT</b>			
<b>CONTRACTOR:</b>	<b>TDMS LOCATION:</b>	<b>DATE:</b>	<b>DEBRIS TYPE:</b>
<b>Truck No.</b>	<b>Capacity</b>	<b>CY Total</b>	<b>COMMENTS</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
<b>TOTAL CUBIC YARDS:</b>			

**Monitor’s Name:**

(Please Print Name)

**Contractor Agent’s Name:**

(Please Print Name)

NOTE: THIS FORM IS AN EXAMPLE ONLY. CITY WILL PROVIDE THE FORM (S) MEETING THE CURRENT FEMA REQUIREMENTS IN EFFECT FOR THE EVENT

**SAMPLE D**

DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT						
CONTRACTOR:		TDMS LOCATION:		DATE:	DEBRIS TYPE: STUMPS	
Truck No.		Stump No.	Stump Size	24" to 48"	49" to 72"	73" and <
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
<b>DAILY STUMP TOTALS:</b>						

**Monitor's Name:**

(Please Print Name)

**Contractor Agent's Name:**

(Please Print Name)

NOTE: THIS FORM IS AN EXAMPLE ONLY. CITY WILL PROVIDE THE FORM (S) MEETING THE CURRENT FEMA REQUIREMENTS IN EFFECT FOR THE EVENT