

# REQUEST FOR PROPOSALS



**TITLE** RFP# RS-26-38 DISASTER DEBRIS MANAGEMENT & REMOVAL SERVICES

**AVAILABLE** Wednesday, June 17, 2026

**PRE-BID CONFERENCE** Tuesday, June 30, 2026

**LOCATION** Pine Island Multipurpose Center, 3801 S Pine Island Rd, Davie, FL 33328 In order to be eligible to respond to this solicitation, proposers are required to attend the pre-proposal conference. The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem the bidder absent to the pre-proposal conference and ineligible to respond to this solicitation.

**DUE DATE** 2:00 pm ON Tuesday, July 21, 2026

**SUBMIT TO** <https://procurement.opengov.com/portal/davie-fl/projects/255447>

**Pursuant to Town Code Section No. 2-320 a Cone of Silence is hereby imposed on this solicitation.**

## **TABLE OF CONTENTS**

1. REQUEST FOR PROPOSALS
2. GENERAL TERMS & CONDITIONS
3. INSURANCE REQUIREMENTS
4. EVALUATION & SELECTION METHOD
5. SPECIAL CONDITIONS
6. FEMA FEDERAL CLAUSES
7. SCOPE OF WORK/SPECIFICATIONS
8. PRICE PROPOSAL FORM
9. SAMPLE AGREEMENT
10. VENDOR SUBMISSION

Attachments:

A - Conference Call and Online Meeting Instructions

## 1. REQUEST FOR PROPOSALS

### TOWN OF DAVIE

### REQUEST FOR PROPOSALS

### RFP# RS-26-38 Disaster Debris Management & Removal Services



Dear Potential Proposer:

The Town of Davie, Florida invites qualified proposers to submit responses in accordance with the requirements stated herein no later than **2:00 pm on Tuesday, July 21, 2026**, for **RFP# RS-26-38 Disaster Debris Management & Removal Services**. Interested firms may secure the solicitation package and all other pertinent information by visiting <https://procurement.opengov.com/portal/davie-fl>.

**Pursuant to Town Code Section No. 2-320, a Cone of Silence is hereby imposed on this solicitation. The cone shall be in effect until such time of award by the Town Administrator or the Town Mayor and Council.**

**A Mandatory Pre-Proposal Conference will be held on Tuesday, June 30, 2026, at 3:00 pm, at Pine Island Multipurpose Center, 3801 S Pine Island Rd, Davie, FL 33328.**

**The sign in sheet will be available up until the commencement of the pre-proposal conference. Proposers are required to sign in PRIOR to the start of the conference. No one will be permitted to sign in after the meeting starts. Failure to do so will deem the proposer absent to the pre-proposal conference and ineligible to respond to this solicitation.**

Questions regarding this solicitation shall be submitted in the project Q&A section no later than **5:00 pm on Thursday, July 9, 2026**. Responses to those questions considered material to the solicitation will be made available in a formal addendum issued to this project. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

**The Town encourages participation from businesses as outlined in 2 C.F.R. Part 200.321.**

**Proposers shall submit all proposal documents for this project electronically through the Town's e-Procurement portal: <https://procurement.opengov.com/portal/davie-fl/projects/255447>. Late submissions shall not be accepted.**

**Proposal responses will be publicly opened and firm names read aloud at Temporary Town Hall Building "D", located at 8800 SW 36th Street Davie, FL 33328, after the due date/time noted above. Members of the public may attend the RFP opening virtually by phone or online. Please see below for virtual meeting information:**

**Meeting link:** <https://daviepurchasing.webex.com/daviepurchasing/j.php?MTID=m9ebebe4b7682e61e5eefe5563fd88d95/>  
**Phone Number:** +1-408-418-9388 United States Toll / **Access Code:** 2341 875 2647

The selection of the successful proposer(s) shall be at the Town's discretion and shall be made in a prompt manner after the receipt and evaluation of all ITB responses. The Town of Davie reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Town.

Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk at 954-797-1023 at least forty-eight (48) hours prior to the meeting to request such accommodation. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 (voice) or 1-800-955-8771 (TDD).

A handwritten signature in black ink, appearing to read "Brian A. Cannon".

Request For Proposals #RFP# RS-26-38 Disaster Debris Management & Removal Services

Brian K. O'Connor  
Procurement Manager  
Town of Davie

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

Pursuant to Florida Statute § 286.0105, if a person decides to appeal any decision made by this board, agency, committee, or council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings. For such purpose he or she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

## 2. GENERAL TERMS & CONDITIONS

### 2.1 DEFINITIONS

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

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

**Advertisement for Bids:** The public notice inviting the submission of Bids for the work.

**Agreement:** The written agreement between the Town and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Bid:** The written offer of a Bidder to perform the work or service. This includes solicitation types other than an invitation to bid.

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

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Every day shown on the calendar.

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

**Contract:** See "Agreement."

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Administrator:** Town of Davie Town Administrator or his designee or duly authorized representative designated to manage the Contract.

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

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

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

**Town:** The Town of Davie, a municipal corporation and political subdivision of the State of Florida, incorporated within Broward County, Florida, whose governing body is a Town Council consisting of a Mayor, Vice Mayor and three Town Council members. As used hereunder, the Town is the Town of Davie, including its districts, boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

**Community Redevelopment Agency (CRA):** The Town of Davie Community Redevelopment Agency, which is created pursuant to Florida Chapter 163, Part III.

**Town Administrator:** The Administrator of the Town of Davie, Florida.

**Executive Director:** The Executive Director of the Davie Community Redevelopment Agency.

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

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the Towns Project Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the Town of Davie.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Documents, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Town's Contract Manager.

**Notice To Proceed (NTP):** The written communication issued by the Town to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

**Owner:** The term Owner as used in this Contract shall mean the Town of Davie.

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

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

**Project:** The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

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

**Proposer:** See "Bidder."

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

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

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

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

## 2.2 VENDOR NOTIFICATION

It is the policy of the Town to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may

subscribe to the Town's portal to receive notifications of projects at the following link:

<https://procurement.opengov.com/portal/davie-fl>.

## **2.3 LOCAL PREFERENCE**

### **(a) Definitions.**

**Local Davie Vendor.** A "local Davie vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Town of Davie and have an address that the U.S. Postal Service recognizes as being a Davie address to be eligible.

**Local Broward County Vendor.** A "local Broward County vendor" shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of six (6) months prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box or a residence. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides and have an address that the U.S. Postal Service recognizes as being a Broward County address to be eligible.

**Bid.** A bid shall be any competitive solicitation by specification officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by the lowest responsible and responsive bidder

**Proposal.** A proposal shall be any competitive solicitation by request for proposal (RFP) officially posted by the Town of Davie Procurement staff on the Town's website where the award is determined by qualifications.

### **(b) Process.**

**Competitive bid.** For bid evaluation purposes, vendors that meet the definition of "local Davie vendor" as detailed above shall be given a five (5) percent evaluation credit. This shall mean that if a "local Davie vendor" submits a bid/quote that is within five (5) percent of the lowest price submitted by any vendor, the "local Davie vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Davie vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Davie vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor," the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

For bid evaluation purposes, vendors that meet the definition of "local Broward County vendor" as detailed above shall be given a two and one-half (2.5) percent evaluation credit. This shall mean that if a "local Broward County vendor" submits a bid/quote that is within two and one-half (2.5) percent of the lowest price submitted by any vendor, the "local Broward County vendor" shall have an option to submit another bid which is at least one (1) percent lower than the lowest responsive bid/quote. If the "local Broward County vendor" submits a bid which is at least one (1) percent lower than that lowest responsive bid/quote, then the award will go to the "local Broward County vendor." If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "local Davie vendor", the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a "local Davie vendor" and a "local Broward County vendor" participating in the same bid solicitation and both vendors qualify to submit a second bid as detailed above, the "local Davie vendor" will be given first option. If the "local Davie vendor" cannot beat the lowest bid received by at least one (1) percent, an opportunity will be given to the "local Broward County vendor." If the "local Broward County vendor" cannot beat the lowest bid by at least one (1) percent, then the bid will be awarded to the lowest bidder regardless of geographic location of the business.

If multiple "local Davie vendors" submit bids/quotes which are within five (5) percent of the lowest bid/quote, then all vendors will be asked to submit a "best and final offer (BAFO)." The award will be made to the "local Davie vendor" submitting the lowest BAFO providing that that BAFO is at least one (1) percent lower than the lowest bid/quote received in the original solicitation. If no "local Davie vendor" can beat the lowest bid/quote by at least one (1) percent, then the

process will be repeated with all "local Broward County vendors" who have submitted a bid/quote which is within two and one-half (2.5) percent of the lowest bid/quote. If no "local Davie vendor" and no "local Broward County vendor" can submit a BAFO that is at least one (1) percent lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business.

**(c) Competitive proposal.**

For evaluation purposes, "local Davie vendor" and "local Broward County vendor" shall be a criterion for award in any request for proposal unless specifically exempted by the Town Administrator or the Town Council.

**(d) Exceptions.**

- (1) No "local vendor" preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
- (2) Utilization of a state or other agency contract.
- (3) State or Federal law prohibits the use of local preference.
- (4) The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
- (5) Sole source or single source purchases.
- (6) The "local vendor" is either non-responsive or non-responsible.
- (7) All bids submitted exceed the budget amount for the project.
- (8) Emergency purchases.
- (9) The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

**2.4 BIDDERS RESPONSIBILITIES**

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

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the site and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town or the compensation due to the bidder.
- C. Bidders are advised that all Town contracts are subject to all legal requirements provided for in the Town of Davie Procurement Code and applicable County Ordinances, State Statutes and Federal Statutes.

**2.5 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- A. The Town's e-Procurement Portal is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The Town of Davie is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the Town in their (supplier) purchases



of goods or services, used in work or goods supplied to the Town. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, or otherwise as required.

## **2.6 DESCRIPTION OF SUPPLIES**

- A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."
- B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.
- C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.
- D. Bidders will submit, with their Bid, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.
- E. The Town shall be the sole judge of equality and its decision shall be final.

## **2.7 SUBMISSION OF BIDS**

Bidders shall submit all bid documents electronically through the Town's e-Procurement Portal at <https://procurement.opengov.com/portal/davie-fl>. A full instructional guide on how to submit documents can be found in the OpenGov help center or by using the support chat bubble. Late submissions shall not be accepted.

Bidders requesting a copy of the bid tabulation will find this information through the Town's e-Procurement Portal at <https://procurement.opengov.com/portal/davie-fl>.

## **2.8 ADDENDA**

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

## **2.9 REJECTION OF BIDS**

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

## **2.10 WITHDRAWAL OF BIDS**

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be unsubmitted prior to the time set for the bid opening via the Town's e-Procurement portal.
- C. The Town will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening

## **2.11 LATE BIDS OR MODIFICATIONS**

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

## **2.12 CONFLICTS WITHIN THE BID SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

## **2.13 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS**

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit an inquiry in the Q&A Section of the solicitation. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Town will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing in the Q&A Section of the solicitation.

## **2.14 INVOICING/PAYMENT**

Unless, otherwise specified herein, all invoices should be sent to: Town of Davie, Finance Department, 8800 SW 36th Street, Davie, FL 33328. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Town cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

## **2.15 DISCOUNTS**

- A. Bidders may offer a discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
- B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## **2.16 COMPETENCY OF BIDDERS**

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the Town.
- B. The Town may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Town. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

## **2.17 NOTICE REQUIREMENTS UNDER THE AGREEMENT**

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

**To the Procurement Division:**

Brian O'Connor, C.P.M., Procurement Manager  
Procurement Division  
8800 SW 36th Street,  
Davie, FL 33328  
Phone: (954) 797-1016 Fax: (954) 797-1049  
Email: [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov)

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, and fax numbers and to the person listed in the Contractor's proposal, as applicable.

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

## **2.18 COMMUNITY REDEVELOPMENT AGENCY (CRA) FUNDED PROJECTS AND CONTRACTS**

If the solicitation is fully or partially funded by the Davie Community Redevelopment Agency (CRA), all terms, conditions, and special provisions that reference the Town of Davie shall equally apply to the CRA. In such cases, any mention of the 'Town Council' shall also be understood as the 'CRA Board,' and any reference to the 'Town Administrator' shall likewise refer to the 'CRA Executive Director.'

## **2.19 EMPLOYEES**

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

Each employee at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt and the name of the company and employee must be worn on a badge visible from the front of the employee.

## **2.20 AWARD OF BID**

- A. The Review Committee or Department will make a recommendation based upon the lowest responsive and responsible bidder whose bid conforms to the Invitation for Bids and/or is most advantageous to the Town. If lowest bidder and/or top ranked proposer fails to comply, then the second will be called upon, and so on.
- B. The Town reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. In any situation where obtaining services from the Primary Vendor(s) is not in the best interest of the Town, or the vendor cannot deliver material and/or services within of date required, or on an emergency basis, staff may obtain services from the Secondary Vendor(s), and any additional ranks such as tertiary, quaternary, quinary, etc. in the best interest of the Town.
- D. Successful Bidder(s) shall be notified in writing of award.
- E. Delivery of materials and/or services shall be performed upon receipt by successful bidder of a numbered, signed purchase order or placement of order by a Town authorized representative.
- F. In the event that the awarded vendor(s) is unable to perform as required, the Town reserves the right to award to the next lowest, responsive, responsible vendor(s)/ and/or next ranked vendor(s).

## **2.21 BID PROTESTS**

Protests shall be in accordance with Town Code section 2-328: <https://www.davie-fl.gov/DocumentCenter/View/19093/Davie-Procurement-Code-of-Ordinances>.

## **2.22 AGREEMENT PROCESS**

An agreement shall be sent to the awarded vendor to be signed, witnessed, and returned to the Town for execution, when applicable. The Town will provide a copy of the fully executed agreement to the awarded vendor. In the event of an ITB the solicitation document and all addenda shall serve as the complete agreement. The vendors acknowledgement on the Vendor Submissions questionnaire and the signed award document by the Town shall constitute a binding agreement.

## **2.23 DISQUALIFICATION OF BIDDERS**

A bid may be disqualified temporarily or permanently and rejected by the Town for any lawful reason, including but not limited to the following reasons:

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

## **2.24 SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the contract for default. The Vendor shall cause all subcontractors to accept the terms and conditions of the Vendor's agreement with the Town.

## **2.25 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Town and Town's approval, which consent Bidder acknowledges is at the sole discretion of the Town. The Town shall have the ability to assign or transfer this agreement in the event the Town of Davie Utilities Department is acquired by another entity. The Town shall provide notice to the successful Bidder.

## **2.26 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Town. The Town may also elect to terminate or cancel any other contracts with such individual, corporation or entity with no penalty to the Town for such termination. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation of this or any other contract with the Town under this section, including but not limited to the Town attorney's fees and costs.

## **2.27 COLLUSION**

The bidder, by confirming Acknowledgment to this Bid, agrees to the following:

- A. Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Town department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- B. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham response in connection with the work for which the bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid response or of any other bidder, or to fix any overhead, profit,

or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other person interested in the proposed work;

- C. The price or prices quoted in the bid response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest.

## **2.28 REASON FOR NO BID**

If choosing not to bid, please indicate "No Bid" on the project, select an option why or provide an explanation under "Other".

## **2.29 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the Town provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

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

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. If the Bidder submits trade secrets, as defined under the applicable Florida Statutes, the Bidder shall stamp each page in which the trade secret is listed and clearly mark the information deemed to be a trade secret. The Bidder shall also submit a separate document listing each page in which a trade secret is listed. Additionally, using the appropriate legal analysis, the separate document must clearly state why the information marked as a trade secret is deemed a trade secret pursuant to the applicable Florida Statutes and Florida case law as to be exempt under Chapter 119 of the Florida Statutes.

## **2.30 CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW**

Contractor agrees to comply with public records laws. This includes but is not limited to:

- A. Keep and maintain public records as required by the Florida Statutes.
- B. Upon request from the Town Clerk, provide the Town of Davie 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 the applicable Florida Statutes.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain public records required by the Town to perform the service. If the contractor transfers all public records to the Town, upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, or his/her designee, in a format that is compatible with the information technology systems of the Town.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract,**

**contact the custodian of public records at 954-797-1000, [Evelyn\\_Roig@Davie-FL.gov](mailto:Evelyn_Roig@Davie-FL.gov), 8800 SW 36th Street, Davie, FL 33328.**

### **2.31 SCRUTINIZED COMPANIES**

Florida Statute § 287.135: Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

### **2.32 SOLICITATIONS OTHER THAN BIDS**

Should these "General Conditions" be used in the specifications for a solicitation other than an invitation to bid, every reference to a bid shall be and mean the same as proposal.

### **2.33 EXCEPTIONS TO BID**

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

### **2.34 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The contractor shall indemnify, defend and hold harmless the Town of Davie, its officers, employees, volunteers, agents, boards, elected and appointed officials, instrumentalities and the Davie Community Redevelopment Agency from and against any and all liability, losses or damages, including but not limited to attorney's fees and costs, incurred as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection with this agreement, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Town or the Community Redevelopment Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, defend, keep and save harmless and defend the Town, the Community Redevelopment Agency, or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

### **2.35 LIABILITY**

Notwithstanding any other provision to the contrary, the Contractor shall be fully and unconditionally liable to the Town/CRA for all damages, losses, costs, claims, liabilities, and expenses of every kind or nature whatsoever, including, without limitation, reasonable attorney's fees and costs incurred at trial, in arbitration, or on appeal, arising out of or

related to the Contractor's breach of contract, negligence, gross negligence, willful misconduct, or fraud. This obligation shall apply whether such damages or expenses are incurred directly by the Town/CRA or asserted against them by third parties, and shall not be limited or capped in amount.

The Contractor expressly waives any statutory limitations of liability to the fullest extent permitted by Florida law, including, without limitation, any cap on indemnification or damages under Florida Statutes §725.06, it being the specific intent of the parties that the Contractor's obligations extend to the maximum extent allowable by law.

The indemnification and liability obligations set forth herein shall survive the termination, cancellation, or expiration of this Agreement, and are in addition to, and not in substitution of, any other rights or remedies available at law or in equity.

#### **2.36 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.

#### **2.37 CONFLICT OF LAW**

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

#### **2.38 INTERPRETATION OF THE APPROXIMATE QUANTITIES**

The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The Town does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

#### **2.39 QUANTITIES**

The Town specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Town, without such change affecting the contract unit price set forth by the bidder.

#### **2.40 DELIVERY, INSPECTION & TITLE**

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the Town unless loss or damage results from negligence by the Town. If the materials or services supplied to the Town are found to be defective or to not conform to specifications, the Town reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

#### **2.41 WARRANTY**

Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, including proposed term of warranty coverage, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the Town, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

#### **2.42 CLAIMS**

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



#### **2.43 CONTRACT RENEWAL**

Any contract may be renewed within the parameters set forth in solicitation document or negotiated terms.

#### **2.44 CONTRACT EXTENSION**

In the event of a term contract for goods and services that is scheduled to end because of the expiration of the contract, the Contractor shall continue the service upon the request of the Town Administrator or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

#### **2.45 MODIFICATION OF CONTRACT**

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

#### **2.46 SAFETY DATA SHEET (SDS)**

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the Town.

#### **2.47 CONDITION OF MATERIALS AND PACKAGING**

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications. The Town encourages bidders to promote products and services that they offer which are most suited with the Town's sustainability principles. The sustainable procurement policy is available here: <https://www.davie-fl.gov/DocumentCenter/View/19226/Town-of-Davie-Procurement-Policies-and-Procedures-Manual>

#### **2.48 SAMPLES**

Samples, when required, must be submitted within the time specified at no expense to the Town. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

#### **2.49 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **2.50 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **2.51 IDENTICAL TIE BIDS**

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded based on the following criteria to be considered in the following order of priority:

- A. A local bidder with a primary business location within the Town of Davie.



- B. A local bidder with a primary business location within Broward County.
- C. A bidder with a primary business location within the State of Florida.

The Town may split the award of a contract when it is to the Town's best interest. When all other potential remedies have been exhausted, the tie bid may be resolved by lottery. Such lottery or coin toss shall be conducted by the Town Administrator or designee and shall be open to the public.

## 2.52 CONE OF SILENCE

- A. **Prohibited communication.** Except as set forth in subsection (d), during the course of a competitive solicitation, a cone of silence shall be in effect between:
  - 1. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and
  - 2. Any Town Councilmember, the Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a competitive solicitation, including any member of the selection committee.
- B. **Effective dates.** A cone of silence shall begin and shall end for competitive solicitations as follows:
  - 1. A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the Town Council.
  - 2. The cone of silence shall terminate at the time the Town Council or Town Administrator takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.
- C. **Notice.** When the cone of silence becomes effective for a particular competitive solicitation, the Town Administrator or designee shall provide notice of the cone of silence to the Town Council. The solicitation document for the goods or services shall generally disclose the requirements of this section. Notice of the termination of the cone of silence shall be provided in the award documentation to the Town Administrator and /or Town Council.
- D. **Permitted communication.**
  - 1. The cone of silence shall not apply to written or oral communications with legal counsel for the Town or the Procurement Division staff for the Town.
  - 2. Nothing contained in this section shall prohibit any person or entity subject to this section from:
    - a. Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.
    - b. Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the Town Council during a public meeting.
    - c. Making a scheduled public presentation to the Town Council during any public meeting related to the competitive solicitation.
    - d. Nothing contained in this section shall prohibit a Town Councilmember from initiating contact with a Vendor or Vendor's Representative and subsequent communication related thereto for the purpose of obtaining further information regarding the Competitive Solicitation.

- e. Nothing in this section shall prohibit a Town Council, the Town Council office personnel, and other Town employees from communicating with each other except as prohibited under Chapter 119 of the Florida State Statutes.
  - f. Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee, or the person designated to negotiate the agreement, except as otherwise provided for in subsection (d)(1) above.
3. The Procurement Manager or designee and the Town Attorney or designee shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.
- E. **Violations.** Any action in violation of this section by a vendor or contractor shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by Town Council.
- F. Any employee violating this section shall be subject to disciplinary action by the Town Administrator up to and including termination.
- G. The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the Town of Davie, or that promote or assist community or neighborhood enhancements.

## **2.53 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

## **2.54 ACCESS TO RECORDS**

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement, as specified in Florida Statute Chapter 119 and the "CONTRACTOR COMPLIANCE WITH PUBLIC RECORDS LAW" section of this agreement, and upon request make them available to the Town following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

## **2.55 SOLICITATION WEBSITE**

Bids, addenda, Intents to Award, and other information is available on the Town's e-Procurement Portal, which can be found at: <https://procurement.opengov.com/portal/davie-fl>.

## **2.56 DISCLAIMER**

The Town of Davie may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Town of Davie's

requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the Town of Davie, to be the most competitive, shall be submitted to the Town of Davie's Town Administrator and/or Town Council, and the final selection will be made shortly thereafter with a timetable set solely by the Town of Davie. The selection by the Town of Davie shall be based on the bid, which is, in the sole opinion of the Town Administrator and/or Town Council of the Town of Davie, in the best interest of the Town of Davie. The issuance of this bid constitutes only an invitation to make presentations to the Town of Davie. The Town of Davie reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the Town of Davie shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

## **2.57 CONFIDENTIALITY**

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

## **2.58 ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. In a situation where the solicitation is an ITB or ITQ, the advertised solicitation, plans (if applicable), addenda and vendor's response make up the entire agreement. Solicitations that are derived from an RFP, RFQ, or other negotiated agreements, the final agreement, and negotiated terms shall prevail as the first order of precedence.
- B. The Town of Davie's solicitation and any associated addenda and attachments thereof, and
- C. The Contractor's Proposal or Bid submission.

## **2.59 NATURE OF THE AGREEMENT**

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

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

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

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

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

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

## **2.60 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

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

All Orders and/or Services undertaken by the Contractor before Town's approval of this Contract shall be at the Contractor's risk and expense.

## **2.61 PRICING**

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

## **2.62 GUARANTEE**

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient work due to its errors and omissions without cost to Town upon the request of the Town for five years after the date of acceptance of the project by the Town, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs, where applicable. Payment in full by the Town for work performed does not constitute a waiver of this guarantee.

## **2.63 MANNER OF PERFORMANCE**

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

- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

## **2.64 INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

## **2.65 AUTHORITY OF THE TOWN'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Town's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Town Administrator or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Town Administrator's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Town Administrator within 10 days of the occurrence, event or act out of which the dispute arises. The Town Administrator may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Town Administrator participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Town Administrator or designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Town Administrator is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Contract, such action shall be deemed fair and impartial when exercised or taken. The Town Administrator shall render a decision in writing and deliver a copy of the same to

the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Town reserve the right to pursue any remedies available under law after exhausting the provisions of this Contract.

## **2.66 MUTUAL OBLIGATIONS**

- A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party.
- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Town may, at its expense, elect to participate in the defense if the Town should so choose. Furthermore, the Town may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter Contractor agrees to pay the Town's costs, attorney's fees and/or any resulting judgment or settlement from the Contractor.

## **2.67 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

## **2.68 AUDITS**

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## **2.69 SUBSTITUTION OF PERSONNEL**

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

## **2.70 SUBCONTRACTUAL RELATIONS**

- A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Town the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the Town may require. The Town will have the

right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Town.

- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the Town, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the Town that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the Town that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.
- E. The Town shall have the right to withdraw its consent to a subcontract if it appears to the Town that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the Town and Town's proprietary and confidential information. Contractor shall furnish to the Town copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Town permitting the Town to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the Town finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Town to any subcontractor hereunder as more fully described herein.

## **2.71 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

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

## **2.72 SEVERABILITY**

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

## **2.73 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Town and/or the CRA, may terminate the Agreement and pursue all remedies available at law if an individual or corporation or other entity attempts to meet its contractual obligation with the Town and/or the CRA through fraud, misrepresentation or material misstatement.
- B. The Town and/or the CRA, may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Town and/or the CRA. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including but not limited to attorney's fees and costs.

- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Town and/or the CRA, the receipt and adequacy of which is hereby acknowledged by Contractor, is given specific consideration to Contractor for the Town's and the CRA's right to terminate this Agreement for convenience.
- D. The Town, through its Town Administrator, and/or the CRA through its Executive Director, and for its convenience and without cause, may terminate the Contract at any time during the term by giving written notice to consultant/contractor of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Town and/or the CRA, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Town and/or the CRA shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Town and/or the CRA through fraud, misrepresentation or material misstatement may be debarred from Town and CRA contracting in accordance with the Town debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Town's Procurement Policies and Procedures Manual. In addition to cancellation or termination as otherwise provided in the Agreement, the Town and/or the CRA may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:
- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town and/or the CRA:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the Town's and/or the CRA's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the Town and/or the CRA and deliver to any location designated by the Town and/or the CRA any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the Town under the Agreement.
- G. In the event that the Town and/or the CRA exercises its right to terminate the Contract the Contractor will be compensated as stated in the Contract, herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Contract is subject to audit.

## **2.74 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - 1. The Contractor has not delivered Deliverables on a timely basis;



2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
  3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  5. The Contractor has failed to obtain the approval of the Town where required by the Agreement;
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Town or the CRA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Town or the CRA may request that the Contractor, within the time frame set forth in the Town's or the CRA's request, provide adequate assurances to the Town or the CRA, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Town or the CRA receives such assurances the Town or the CRA may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Town or the CRA the requested assurances within the prescribed time frame, the Town may:
1. Treat such failure as a repudiation of the Agreement;
  2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Town and/or the CRA shall terminate the Agreement for default, the Town, the CRA, or their designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

## **2.75 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

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

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

## **2.76 PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the Town or the CRA for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes,

and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Town's or the CRA's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, defend, and hold harmless the Town and the CRA and defend any action brought against the Town with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the Town or the CRA hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Town's or CRA's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Town or the CRA, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the Town and/or the CRA whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Town or the CRA may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Town's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

## **2.77 PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, the Town of Davie is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Town's possession or the CRA's possession may constitute or contain information or materials which the Town or the CRA has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Town or the CRA has developed at its own expense, the disclosure of which could harm the Town's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Town's property, or the CRA's property, any computer programs, data compilations, or other software which the Town has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Town (hereinafter "Computer Software"). The Contractor acknowledges and agrees that all third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Town or the CRA and, if the Computer Software has been leased or purchased by the Town or the CRA, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Town any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Town's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

## **2.78 PROPRIETARY RIGHTS**

- A. The Contractor hereby acknowledges and agrees that the Town and the CRA retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Town and the CRA to the Contractor hereunder or furnished by the Contractor to the Town and/or created by the Contractor for delivery to the Town, even if unfinished or in process, as a result of the Services the Contractor performs in connection with

the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the Town, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the Town's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Town, hereinafter referred to as "Developed Works" are works for hire and are the property of the Town.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Town, except as required for the Contractor's performance hereunder. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Town or the CRA so desire, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the Town, the CRA or entities controlling, controlled by, under common control with, or affiliated with the Town, or the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. Such license specifically includes, but is not limited to, the right of the Town or the CRA to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the Town for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Town, the CRA, or entities controlling, controlled by, under common control with, or affiliated with the Town, the CRA, or organizations which may hereafter be formed by or become affiliated with the Town or the CRA. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **2.79 ETHICS**

In accordance with Section 2-330 of the Town's Code requires that the town shall not purchase any goods or services from any person who is actively employed by the Town of Davie or from any business or entity of which the employee or the employee's spouse or child is an agent, officer, partner, director or proprietor or in which they have a material interest or discretionary authority. Any such individual or business shall be disqualified from participating in any bidding activity for purchases by the town unless specifically authorized by action of the town council. Furthermore all bidders are subject to follow the SECTION 1-19 OF THE BROWARD COUNTY CODE.

## **2.80 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Occupational Safety and Health Act (OSHA) as applicable to this contract.

- C. "Conflicts of Interest" Section 1-19 of the County Code, and Ordinance 2011-19.
- D. Florida Building Code (FBC).
- E. Notwithstanding any other provision of the Agreement, Contractor shall at all times conduct its operations in a safe and sound manner.

## **2.81 NONDISCRIMINATION**

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

## **2.82 CONFLICT OF INTEREST**

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the Town, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the Town with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Town's best interest to consent to such relationship.
- D. The provisions of this Contract are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Town's Procurement Manager. Contractor shall thereafter

cooperate with the Town's review and investigation of such information, and comply with the instructions Contractor receives from the Procurement Manager in regard to remedying the situation.

## **2.83 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Town, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Town. Such approval may be withheld if for any reason the Town believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Town, except as may be required by law.

## **2.84 BANKRUPTCY**

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

## **2.85 GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

## **2.86 SURVIVAL**

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

## **2.87 CANCELLATION FOR UNAPPROPRIATED FUNDS**

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

## **2.88 ASBESTOS STATEMENT**

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the project he will supply only material or equipment that is 100% asbestos free.

## **2.89 VERBAL INSTRUCTIONS PROCEDURE**

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

## **2.90 COST ADJUSTMENTS**

The cost for all items as quoted herein shall remain firm for the initial term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor: [https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical\\_us\\_table.htm](https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_us_table.htm). The yearly increase or decrease in the CPI shall be that latest

index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented or submitted according to the timeline above, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled without penalty by the Town upon giving thirty (30) days written notice to the Contractor.

## **2.91 EQUITABLE ADJUSTMENT**

The Town of Davie may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence provided by the Contractor and signed approval by the Procurement Manager, Town Administrator, or Mayor and Council depending on the contract threshold and original signature authority established by Town of Davie Code Section 2-319. The Town may elect to provide a one-time increase, an increase for a predetermined period or an increase for the remainder of the contract. In the event of any market decreases the bidder shall in good faith provide the Town with reduced pricing.

## **2.92 PROHIBITION OF INTEREST**

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

## **2.93 NO CONTINGENT FEES**

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

## **2.94 E-VERIFY**

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

- A. All persons employed by Bidder/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub-bidders/subconsultants/subcontractors) assigned by Bidder/Consultant/Contractor to perform work pursuant to the contract. The Bidder/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

By entering into this Contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting 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. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.

## **2.95 FORCE MAJEURE**

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

## **2.96 BUDGETARY CONSTRAINTS**

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

## **2.97 ANNEXATION**

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

## **2.98 LITIGATION VENUE**

The parties agree that all litigation between them in the state courts shall exclusively take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

## **2.99 LITIGATION**

The Town of Davie reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the Town of Davie.

## **2.100 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Town or the CRA waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **2.101 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE**

The Town of Davie has an exclusive solid waste franchise agreement with Coastal Waste & Recycling, Inc., Inc. of Florida for the collection and disposal of all solid waste including construction and demolition (C & D) debris as defined within Florida Statutes Chapter 403. All applicants for bids to perform construction work for the Town of Davie or the CRA shall be subject to the requirements found in the Town's exclusive solid waste franchise agreement and must contract with Coastal Waste & Recycling, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Coastal Waste & Recycling, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact Trevor Black, Coastal Waste & Recycling, Inc., Residential Supervisor, at 315-406-1957 or [tblack@coastalwasteinc.com](mailto:tblack@coastalwasteinc.com).

For further information related to bid specifications related to solid waste franchise requirements, please contact Brian O'Connor, Procurement Manager, at (954) 797-1016 or [boconnor@davie-fl.gov](mailto:boconnor@davie-fl.gov).

For solid waste franchise enforcement questions, please contact the Town of Davie Program Division's representative at (954) 797-1045 or Danny Stallone, Code Compliance Official at (954) 693-8237.

PLEASE BE ADVISED THAT THE FAILURE OF ANY BIDDER FOR A CONSTRUCTION PROJECT FOR THE TOWN OF DAVIE, INCLUDING AND NOT LIMITED TO GENERAL CONTRACTORS AND DEVELOPERS, TO ADHERE TO THE REQUIREMENTS OF THE TOWN OF DAVIE'S EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT SHALL RESULT IN A NOTICE OF VIOLATION, CITATION OR SIMILAR CODE ENFORCEMENT ACTION BEING TAKEN AGAINST THE BIDDER. ENFORCEMENT ACTION MAY INCLUDE DENIAL OR REVOCATION OF A BID APPLICATION AND ITS APPROVAL. THE ENFORCEMENT ACTION WILL RESULT IN FINES AND LIENS UP TO \$15,000/DAY FOR IRREPARABLE VIOLATIONS, UP TO \$1,000/DAY FOR FIRST VIOLATIONS, UP TO \$5,000/DAY FOR REPEAT VIOLATIONS PLUS APPLICABLE COST RECOVERY AND ATTORNEY FEES.

## **2.102 SUSPENSION AND DEBARMENT**

- A. Authority. The Procurement Manager shall provide written notice to any party under review for potential suspension and/or debarment. The notice shall state the grounds for the potential suspension and/or debarment and shall offer the party the opportunity to respond to those grounds in writing. The Procurement Manager may also hold a meeting with the party to discuss those grounds, if the Procurement Manager determines a meeting is appropriate. After consideration of the party's written response and/or meeting with the party, the Procurement Manager may, after consultation with the Town Attorney's Office, suspend or debar the party from consideration for award of future Town contracts. For purposes of this Part, "party" means any individual or entity. Debarment shall not be for a period of more than five (5) years.
- B. Causes for Suspension. The Procurement Manager may suspend a party when the Procurement Manager has probable cause to debar the party. A vendor may not be suspended for longer than three (3) months unless the Town has commenced debarment proceedings against the vendor, in which case the suspension may last until the debarment proceedings are concluded.
- C. Causes for debarment or suspension. The causes for debarment or suspension include the following:
  - 1. Conviction for the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor;
  - 3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals or contracts;
  - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Procurement Manager to be so serious as to justify debarment action:
    - a. Deliberate failure without good cause to perform in accordance with the contract documents or within the time limit provided in the contract;
    - b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;



- c. Refusal to perform a contract after a contract is accepted by the Town and awarded to the vendor;
  - d. If a party made material misrepresentations in response to or related to a solicitation;
  - e. If a party is debarred by another governmental entity;
  - f. Any other cause the Procurement Manager determines to be so serious and compelling as to affect the responsibility as a contractor, including, but not limited to, debarment by another governmental entity for any cause listed in regulations; or
  - g. Violation of the ethical standards set forth in section 2-330.
  - h. Violation of requirements in Section 2-320 – Cone of Silence.
- D. Decision. The Procurement Manager shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken.
- E. Notice of decision. A copy of the decision under subsection (d) of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.
- F. Appeal to the Special Magistrate. The decision to debar is final unless, within ten (10) calendar days from the date of receipt of the decision, a Notice of Appeal is filed with the Town Attorney requesting a hearing before the Town's Special Magistrate. A hearing before the Town's Special Magistrate will be scheduled within 30 days receipt of the Notice of Appeal. After hearing the matter, the Special Magistrate shall render a decision regarding suspension or debarment and decide whether, or to the extent to which, the debarment or suspension was in accordance with this section. The decision of the Special Magistrate shall be final and conclusive.
- G. Statute of limitations. There is no statute of limitations regarding debarment. The Procurement Manager may debar parties whose contracts have ended.

### **2.103 EMPLOYEE BACKGROUND VERIFICATION**

Contractor certifies and agrees that all personnel used in the performance of this work have had a criminal background check. The Town reserves the right to request copies of the criminal background check.

### **2.104 PROHIBITION AGAINST LOBBYING**

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any Town Council members, candidates for Town Council or any employee of the Town. Contact should only be made through regularly scheduled Town Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the Town of Davie other than the Procurement Manager and/or designated representative regarding any such solicitation may be grounds for elimination from the selection process.

### **2.105 INSPECTOR GENERAL AND ETHICS**

In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

### 3. INSURANCE REQUIREMENTS

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

#### 3.1 Commercial General Liability

Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, Products & Completed Operations with minimum limit of \$1,000,000, Personal and Advertising Injury with minimum limit of \$1,000,000. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

#### 3.2 Automobile Liability Insurance

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$1,000,000 per occurrence. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

#### 3.3 Worker's Compensation

Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Must include Employers' Liability with a minimum limit of \$100,000 each accident, Disease each employee minimum limit of \$100,000, Disease policy limit of \$500,000. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Town harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

#### 3.4 Pollution Liability Insurance

Pollution Liability Insurance must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 each claim. **Town of Davie must be shown as an additional insured with respect to this coverage. The mailing address of Town of Davie 8800 SW 36th Street, Davie, FL 33328, as the certificate holder, must appear on the certificate of insurance. When applicable, the Davie Community Redevelopment Agency must be shown as an additional insured with respect to this coverage. The mailing address to the Davie Community Redevelopment Agency is 8800 SW 36th Street, Davie, FL 33328.**

#### 3.5 INSURANCE COVERAGE

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

- A. The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Town's Risk Management Division.
- B. **Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the certificate holder and any additional insureds. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Town. NOTE: TOWN OF DAVIE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

- C. Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
- D. Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Town notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Town notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Town.
- E. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Town. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Town may, at its sole discretion, terminate this contract.

#### 4. EVALUATION & SELECTION METHOD

No.	Evaluation Criteria	Scoring Method	Weight (Points)
-----	---------------------	----------------	-----------------

1.	<p><b>EVALUATION &amp; SELECTION METHOD</b></p> <p><b>EVALUATION &amp; SELECTION METHOD</b></p> <p>All responses will be reviewed and evaluated by a Review Committee to be designated by the Town Administrator or his/her designee. A recommendation for award will be submitted to the Town Administrator for final approval. The responses shall be evaluated based on the criteria below in order to determine the responses that are in the best overall interest of the Town.</p> <p>Awards will be made only to responsible, licensed firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted.</p> <p><b>Process</b></p> <p>The selection process shall be as follows:</p> <p>A. The Review Committee (the "Committee") will first evaluate all firms' qualifications and references in accordance with the Evaluation Criteria below. The Committee shall rank and shortlist firms, where one (1) is the top ranked and so forth. In the event of a single ranking, the Review Committee will evaluate to determine if the sole respondent is in the best interest of the Town. The Review Committee will rank either with a one (1) to confirm negotiations with the sole respondent or a zero (0) to reject the sole respondent.</p> <p>B. At the Committee's discretion, top ranked firms may be asked to come in for oral presentations and/or interviews (continue to "D" below).</p> <p>C. If presentations are not requested, contract negotiations will then commence with the top ranked firm following Town Council shortlist approval.</p>	N/A	N/A
----	--	-----	-----

	<p>D. If firms are asked to come in for oral presentations and/or interviews:</p> <ol style="list-style-type: none"> <li>1. Procurement will establish the schedule and firms will be notified within a reasonable time period (see schedule provided herein), in advance of the date, time and place of the presentations. Equal time will be allotted for each firm. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. The specific format for presentations will be provided to proposers with the notifications. Oral presentations and/or interview sessions will not be open to the public.</li> <li>2. After the oral presentations, interviews and/or proposer facility site visits, the Committee will then conduct a final ranking in accordance with the criteria listed below to determine the top ranked firm considered to be the most capable of performing the required project in the best interest of the Town. The Committee's recommendation will be brought for approval.</li> </ol> <p>E. The Negotiations Team will negotiate a final agreement beginning with the best evaluated Respondent. Should negotiations be unsuccessful, the Negotiations Team will terminate negotiations with the firm and initiate negotiations with the second-ranked firm and so forth until successful negotiation.</p> <p>F. The department will then prepare the agenda item for the next available Council meeting and request the Town Council to</p>		
--	--	--	--

Request For Proposals #RFP# RS-26-38 Disaster Debris Management & Removal Services

	<p>approve the final contract, if applicable.</p> <p><b>EVALUATION CRITERIA</b></p> <ul style="list-style-type: none"> <li>• Best Overall Approach to the Scope of Services (Operation plan for the Town)</li> <li>• Firm Qualifications &amp; Experience (Disaster experience, ability of the firm, and previous experience of the proposed key personnel)</li> <li>• Resources and Availability</li> <li>• Financial Capabilities</li> <li>• Experience with Governmental Entities</li> <li>• Client References and Past Performance</li> <li>• Price Proposal</li> <li>• Local Preference</li> </ul>		
--	---	--	--

## **5. SPECIAL CONDITIONS**

### **5.1 PERFORMANCE OF SERVICES**

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

Where an "or equal" is specified, the Town shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction (if applicable) must be approved by the Town in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division by the RFI deadline stated herein, to allow sufficient time to resolve all discrepancies.

### **5.2 REQUESTS FOR INFORMATION (RFI)**

Any questions regarding the specifications shall be submitted to the project's Q&A section by the deadline stated herein.

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

### **5.3 PROPOSAL SUBMISSION CONSIDERED AN OFFER**

This proposal submission shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the Town of Davie, if required, and in case of default on the part of the proposer or contractor after such acceptance, the Town of Davie may take such action as it deems appropriate including legal action for the damages or specific performance.

### **5.4 CONTRACTOR'S EQUIPMENT**

All equipment shall be maintained in a safe operating condition while performing work under this contract. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town of Davie. The contractor shall be responsible for injury to persons caused by the operation of the equipment.

### **5.5 EMPLOYEES**

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. All work must be performed following EPA requirements and OSHA safety standards and regulations.

Contractor shall assign an "On Duty" supervisor who speaks and reads English.

Contractor shall have its employees refrain from smoking in municipal buildings unless in those areas designated for smoking.

Contractor shall provide the Town with an emergency contact list identifying the names, positions held, phone numbers, and emails of an account manager and/or field supervisor.

### **5.6 VERIFICATION OF EMPLOYMENT STATUS**

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



U.S. Department of Homeland Security's E-Verify System Affirmation Statement (within attached forms) should be completed and submitted with Proposer's response to this RFP.

## **5.7 SUBCONTRACTORS**

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

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

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

## **5.8 SUBSTITUTION OF PERSONNEL**

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

## **5.9 STORAGE OF MATERIALS**

The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas; unless, it is pre-approved by the Town.

### **5.10 DISPOSAL OF WASTE**

The contractor shall properly dispose, at its own cost, of any waste resulting from the work being performed in an approved facility at an approved site unless otherwise specified in this document. It is the proposer(s) responsibility to become familiar with the existing conditions of all the Town facilities that are included in this bid, to assist them determine the type of equipment necessary to successfully provide the specified services. In addition, please refer to "SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS FOR BIDDING JOBS IN THE TOWN OF DAVIE" in the General Terms and Conditions.

### **5.11 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the Town of Davie prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the Public Works Department in writing. Failure to do so shall obligate the contractor to make repairs per the above section.

## **5.12 LIQUIDATED DAMAGES**

No work will be paid for until all work has been inspected and approved by the Town of Davie. Time is of the essence and The amount that the Contractor accepts, as stipulated in the Bid Form, will be deducted from the Contract Sum for each calendar day of delay due to a non-excusable delay to be determined by the Town's Contract Manager. a day liquidated damages may be assessed for every calendar day the project is late.

## **5.13 PAYMENT**

Payment for work shall be authorized upon completion of all work specified in "Scope of Work" or "Specifications" of this solicitation. Invoices will be subject to verification and approval by the department requesting the service.

## **5.14 INVOICING**

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

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

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

## **5.15 INSPECTIONS**

The Contractor and the Town of Davie's representative shall meet once the job is completed to discuss any areas of concern. The dates and times for reviewing work will be mutually agreed to by both parties.

## **5.16 COMPETENCY OF PROPOSERS**

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

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

## **5.17 PROTECTION OF PROPERTY**

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

## **5.18 SAFETY**

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

#### **5.19 PERFORMANCE AND PAYMENT BOND**

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

**NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

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

#### **5.20 NEGOTIATIONS**

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

#### **5.21 CONTRACT AWARD**

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

#### **5.22 DELETION OR MODIFICATION OF SERVICES**

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

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

## 6. FEMA FEDERAL CLAUSES

### 6.1 FEMA FEDERAL CLAUSES

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

- A. The Town of Davie is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
- B. The Town of Davie may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
- C. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
  - 1. Vendor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
  - 2. Subcontracts. Vendor and any subcontractors to Vendor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any Vendor, Subcontractor or lower tier subcontractor with all of these contract clauses.
  - 3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor, vendor and subcontractor as provided in 29 CFR §5.12.
- D. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
  - 1. Clean Air Act
    - a. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
    - b. Vendor agrees to report each violation to Town of Davie (as defined in the Agreement) and understands and agrees that Town of Davie will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
    - c. Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
  - 2. Federal Water Pollution Control Act
    - a. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
    - b. Vendor agrees to report each violation to Town of Davie and understands and agrees that Town of Davie will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
    - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

- E. Suspension and Debarment

1. 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.
2. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Vendor is required to verify that none of Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by the Town of Davie. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town of Davie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Compliance with Byrd Anti-Lobbying Amendment

1. Vendor hereby certifies to the best of its knowledge that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 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 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, Vendor shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. Vendor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

G. Procurement of Recovered Materials

1. In the performance of this contract, Vendor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program3>

H. Access to Records-The following access to records requirements apply to this Agreement:

1. Vendor agrees to provide, Town of Davie, the FEMA Administrator, 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 this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  4. In compliance with the Disaster Recovery Act of 2018, the Town of Davie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- I. Use of DHS Seal-Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- J. Compliance with Federal Law- This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Vendor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- K. Non-Obligation of Federal Government-The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- L. Program Fraud and False or Fraudulent Statements or Related Acts-Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

M. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
  - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - b. Unless an exception in paragraph (3) of this clause applies, the vendor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
  - a. This clause does not prohibit vendor from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - b. By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that:
      - I. Are not used as a substantial or essential component of any system; and
      - II. Are not used as critical technology of any system.
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. Reporting requirement.

- a. In the event the vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the vendor is notified of such by a subcontractor at any tier or by any other source, the vendor shall report the information in the paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - b. The Vendor shall report the following information pursuant to paragraph (4)(a) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the vendor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
5. Subcontracts. The Vendor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.”
- N. “Domestic Preference for Procurements-As appropriate, and to the extent consistent with law, the vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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. Manufactured products mean 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.”
- O. Affirmative Socioeconomic Steps-If subcontracts are to be let, the prime vendor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.
- P. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights (as applicable)-The Vendor grants to the Town of Davie, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Vendor will identify such data and grant to the Town of Davie or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Vendor will deliver to the Town of Davie data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town of Davie.
- Q. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)-Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 Federal Government.

- R. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)-The Vendor 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 (29C.F.R. part 5). All laborers and mechanics employed by vendors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the vendor and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.
- S. **EQUAL EMPLOYMENT OPPORTUNITY** (as applicable, Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement) During the performance of this contract, the vendor agrees as follows:
1. The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  4. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  5. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  6. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- T. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)
  1. Applicability. This clause applies to the Vendor, its subcontractors, and Vendor employees (hereafter referred to collectively as "Vendor"). The Contractor shall insert the substance of this clause in all subcontracts.
  2. Definitions. As used in this clause—

- a. "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.
- b. Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy.
  - i. This definition includes the following categories of information:
    - I. Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
    - II. Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
    - III. Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
    - IV. Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- c. "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

- d. Vendor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Vendor's employees shall be fingerprinted, or subject to other investigations as required. All Vendor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- e. The Contracting Officer may require the Vendor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- f. Work under this contract may involve access to sensitive information. Therefore, the Vendor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Vendor employees authorized access to sensitive information, the Vendor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- g. The Vendor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

## **6.2 COPELAND "ANTI-KICKBACK" ACT**

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. Contractor agrees that no portion of the bid award will be paid to any employees of the Town of Davie, its elected officials, and/or the contractor's consultants, as a commission, kickback, reward or gift, directly or indirectly by the firm or by an officer of the firm.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## **6.3 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

The Contractor/Subcontractor 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 C.F.R. part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

#### **6.4 DAVIS-BACON ACT**

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

The Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

- A. All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- B. Contractor agrees to comply with the DBA which provides that all workers employed by the contractor for work involving the employment of laborers and/or mechanics in conjunction with this project, shall be paid a wage not less than that delineated in a Wage Determination which has been promulgated by federal authority. It should be noted that all Wage Determinations are updated immediately prior to bid award, and the final Wage Determination, as modified, shall become a legally binding part of the Town's construction contract. The applicable Wage Determination shall be made a part of every subsequent contract and subcontract for performance of construction work on the project and must be posted at the job site.
  - 1. If applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
  - 2. Contractors are 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.
  - 3. Additionally, contractors are required to pay wages not less than once a week.

#### **6.5 CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to construction contracts exceeding \$10,000)

The Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

## **6.6 NONDISCRIMINATION**

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

## **6.7 CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

(Applicable to contracts exceeding \$100,000)

The Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection

Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## **6.8 BUILD AMERICA, BUY AMERICAN ACT (BABA) ACT**

The contractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), iron and steel products are included in the phased implementation timeline for the CDBG Program. Any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

## 7. SCOPE OF WORK/SPECIFICATIONS

### 7.1 SUMMARY

The Town of Davie would like to invite you to submit a bid for RFP# RS-26-38 Disaster Debris Management & Removal Services. Bids are to be submitted through the Procurement Portal at <https://procurement.opengov.com/portal/davie-fl>, no later than 2:00 pm on Tuesday, July 21, 2026.

### 7.2 DEFINITIONS

**Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

**Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings, and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

**Contract Manager** means the Town's representative duly authorized by the Town Administrator to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

**Debris** means all forms of disaster-related debris, including vegetative debris and mixed debris.

**Debris Management Contractor (DMC)** means the successful proposer, whether a corporation, partnership, individual, or any combination thereof, and its successors, personal representatives, executors, administrators, and assignees.

**Debris Monitor** means the firm retained by the Town to monitor the DMC's activities pursuant to its contract with the Town and to ensure compliance with FEMA requirements.

**Drop-Off Site** means a site established for residents of the Town of Davie to drop off debris.

**Electronic Waste (E-Waste)** means loosely discarded, damaged, obsolete, or broken electrical or electronic devices, including, but not limited to, computers, computer monitors, televisions, and microwaves.

**Eligible Debris** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations, means debris resulting from a presidentially declared disaster whose removal, as determined by the Town Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health, and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

**Federal Aid Eligible Roads** means roads that are paved, gravel, or dirt and are eligible for repair or replacement.

**FDEP** means the Florida Department of Environmental Protection.

**FDOT** means the Florida Department of Transportation.

**FEMA** means the Federal Emergency Management Administration.

**FFWC** means the Florida Fish and Wildlife Conservation Commission.

**FHWA** means the Federal Highway Administration.

**Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

**Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property, or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health, and safety.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with the Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive, and reactive Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with the Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Mixed Debris** means a mixture of various types of debris, including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

**Notice to Proceed** means the written notice given by the Town Administrator (or designee) to the DMC of the date and time for work to start.

**NRCS** means Natural Resources Conservation Service.

**OSHA** means the U.S. Department of Labor's Occupational Safety and Health Administration.

**Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

**Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

**Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

**White Goods** means all appliances, including, but not limited to, refrigerators, freezers, stoves, washers, dryers, and HVAC units.

### 7.3 PURPOSE

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

- A. Services may include, but not be limited to, large-scale debris removal, separation, storage, processing, and disposal; managing and operating Temporary Debris Management Sites (TDMSs); demolition and demolition debris removal; hazardous waste handling; tree trimming, stump grinding, and removal; marine salvage operations; waterway debris clearing; sand removal from roads, streets, and rights-of-way; emergency berm construction; provision of ice, water, and generators; project management assistance; and assistance with federal and state reporting and reimbursement efforts.
- B. The Town's expectation is that by hiring a professional debris management contractor (DMC) to assist the Town in a disaster event, the Town is fully dependent and relying upon the professional expertise, training, and experience of the DMC. The DMC shall be fully responsible for advising the Town on the do's and don'ts of the Stafford Act, Federal Emergency Management Administration (FEMA) procedures, and/or other governmental regulatory agencies and insurance companies. DMC shall perform all work in compliance with such regulations, representing the Town to ensure maximum financial recovery.



- C. DMC will work under the direction of the Town's contract manager. The Town Administrator will issue the notice to proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the contract manager.
- D. To be eligible for the award of a contract in response to this RFP, the Proposer must demonstrate that it has successfully completed services, as specified in this solicitation, and is normally and routinely engaged in performing such services and is properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the Town.
- E. The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and insurance reimbursement rules and procedures and must demonstrate such to the Town in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local, and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies' guidelines and regulations and will be responsible for advising the Town from beginning to end to ensure maximum financial recovery for the Town.
- F. The Town shall issue a separate request for proposals for "Disaster/Debris Monitoring Services and Financial Recovery Assistance." The proposer (Consultant/Debris Monitor Consultant) for said "Disaster/Debris Monitoring Services and Financial Recovery Assistance" shall not be employed or affiliated with the proposer (Contractor/Debris Management Contractor) for the services detailed within this document.

#### **7.4 PROPOSAL SECURITY**

- A. Proposers are required to submit a 5% bid bond. The bid bond only needs to be submitted electronically.
- B. The Contractor shall not be required to furnish Payment and Performance Bonds upon contract award. The Town may require Payment and Performance Bonds for specific Task Orders, Work Assignments, or Notices to Proceed. When required by the Town, the Contractor shall furnish Payment and Performance Bonds, each in an amount equal to one hundred percent (100%) of the value of the authorized work. Bonds shall be submitted within seven (7) calendar days of written notice from the Town, or within such other timeframe established by the Town. No work shall commence under the applicable Task Order until the required bonds have been received and approved by the Town. If services are not activated by the Town, the Contractor may seek reimbursement of the Payment and Performance Bonds directly through its surety provider, subject to the surety's terms and conditions.
- C. The Town reserves the right to waive bonding requirements for individual Task Orders where permitted by law and where the Town determines the scope, value, and risk of the work do not warrant such security.

#### **7.5 GENERAL REQUIREMENTS**

- A. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations, and FEMA requirements. Any and all services provided by DMC and labor, materials, and equipment used by DMC and its subcontractors must comply fully with all federal, state, and local laws, regulations, and guidance.
- B. DMC shall submit with its response to this RFP an operational plan to demonstrate compliance with the bid specifications.
- C. DMC shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form, listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. The report will also indicate available resources dedicated to the Town. The expectation is that in the event of a disaster, DMC shall service the Town of Davie first.

- D. DMC shall provide a one-day annual training session for key Town personnel at no additional cost. Scheduling of said session shall be coordinated with the Town Administrator or designee.
- E. DMC's Project Manager or a higher-ranking decision-making designee shall be physically present at the Town's Emergency Operations Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- F. DMC shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. DMC shall mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours of issuance of Notice to Proceed and one hundred percent (100%) of the required resources within ninety-six (96) hours. The Town may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations.
- G. DMC shall provide a Clean As You Go Policy and supervise and enforce such policy during debris management operations.
- H. DMC shall provide the following annual services at the DMC's expense:
  - 1. DMC shall attend and participate in an annual meeting with the Town, usually held in May.
  - 2. DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of sub-contractors, at an annual meeting with the Town.
  - 3. Upon request, DMC shall annually review and visit, with Town staff, the TDMS(s) to be used during the coming year.
  - 4. DMC shall provide phone consultations and reference information to Town staff upon request.
- I. DMC shall notify the Town within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice and for any fines resulting from any violations of Federal, State or local laws or regulations.
- J. DMC shall be paid for any special tasks requested by the Town and as agreed to by DMC and the Town based on the hourly rate schedule contained herein.
- K. To the extent required by applicable federal and state regulations, the Town must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the Town reasonably objects. DMC shall supply the Town, as part of the annual plan of operations, a list of local individuals and firms under contract. All debris management subcontractors shall work for the DMC rather than the Town. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed.
- L. DMC agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the Town and/or Broward County the first opportunity when awarding subcontracted work.

## **7.6 DEBRIS REMOVAL**

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

- A. **FEMA Compliance** – DMC shall work closely with the Town's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. DMC's failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the DMC by the Town.
- B. **Emergency Road Clearance** – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation routes as identified and directed by the Town. Payment under this item will be on an hourly basis for Labor and Equipment as listed under Section B and C on the Proposal Form. This hourly work will only be conducted for the first seventy (70) hours only unless otherwise agreed in writing.
- C. **Debris Removal from Public Rights-of-Way** – As identified and directed by the Town, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the Town rights-of-way and public property. DMC shall provide debris collection in a systematic manner according to Work Zones in accordance with advanced written authorization from the Contract Manager. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Contract Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris.
- D. **Demolition of Structures, Debris Removal from Private and Publicly Owned Property** -Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the Town, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the Town. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the Town's Contract Manager.
- E. **Stump Removal, Backfill and Haul** – The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to collect and remove eligible hazardous stumps from the Town's authorized ROW.
  - 1. The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the Town or its designated representative:
    - a. The stump root ball is exposed by fifty (50) percent or more.
    - b. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground, and extraction is required as part of the removal.
    - c. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.
  - 2. The Town or authorized representative shall measure and document the stump prior to removal through photographs, GPS coordinates, US National Grid coordinates, physical address/location, and other relevant information that verifies the hazard posed by the stump.
  - 3. Hazardous stumps that meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing, which includes the extraction, transport, disposal, and filling of the root ball cavity.
  - 4. Costs for the removal of hazardous stumps shall be invoiced separately.

5. The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the Town or the Town's authorized representative.
  6. The eligible hazardous stump shall be transported to the Town's DMS or to the Town's designated final disposal site.
  7. Stumps measuring less than twenty-four (24) inches in diameter, measured twenty-four (24) inches above ground, which require extraction shall be converted to a cubic yard measurement by the conversion table included in the FEMA FP 104-009-2, Appendix E, Stump Conversion Table.
  8. Stumps that are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at the vegetative debris unit pricing.
- F. **Leaning Trees and Hanging Limbs** – DMC shall trim, cut and/or fell leaning trees (lean-ers) and/or hanging limbs (hangers) only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.
- G. **Multiple Schedule Pass** – DMC shall make as many passes as necessary, unless other-wise directed by the Contract Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Contract Manager.
- H. **Removal from Waterways and Drainage Systems** – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches only upon prior written consent of the Contract Manager.
- I. **Security of Debris during Hauling** – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- J. **Damage by DMC** – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property, including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect, or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the contract manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the Town. In the event DMC fails to respond in a timely manner, the Town may respond and perform damage repairs as necessary, and all costs for labor, equipment, and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.
- K. **Eligibility of Debris** – The Contract Manager or Debris Monitor will monitor each load site for eligibility. The Contract Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only eligible debris, as determined by FEMA regulations, is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of-ways or assigned work zone, or

material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing, and disposal costs charged to the Town by that truck during that day.

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

## 7.7 TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

- A. The TDMS location(s) will be identified by the Town on an annual basis. DMC and the Town will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the Town.
- B. DMC shall be prepared to establish additional TDMSs as deemed necessary by the Town to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation.
- C. DMC shall have TDMSs ready to open and receive debris within twenty-four (24) to thirty-six (36) hours of notification by the Contract Manager. TDMSs will be activated on an “as needed” basis. In the event that no Town TDMSs are opened, DMC shall transport debris directly to a disposal facility identified by the Town.
- D. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.
- E. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.
- F. DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:
  - 1. Access to the site.
  - 2. Site management, to include point of contact, organizational chart, etc.
  - 3. Traffic control procedures.
  - 4. Site security.

5. Site safety.
  6. Site layout/segregation plan.
  7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
- G. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors; any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- H. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.
- I. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with Town approval. Processing may include, but is not limited to, reduction by tub grinding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Contract Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four (24) hours per day. However, incineration is not a preferred method of debris reduction for the Town.
- J. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
- K. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the Town's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- L. DMC shall be responsible for proper handling, storage, and disposal of any Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.
- M. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the Town and present such sites to the Town for review. DMC shall obtain, on behalf of the Town, and shall provide the Town with a written contract for each disposal site. The Town shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included in the prices listed on the "Proposal Form". The Town shall pay the tipping fees directly to the disposal site(s) based on separately established agreements with the disposal site(s).
- N. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

## 7.8 RESIDENTIAL DROP-OFF SITES

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

## 7.9 ADDITIONAL SERVICES

DMC may be requested to perform the services detailed below:

- A. **Marine Debris Removal** – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the Town in writing. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- B. **Removal of Vehicles and Vessels** – DMC, as directed by the Town, shall remove vehicles and vessels from land and waterways.
- C. **Dead Animal Carcasses** – DMC shall collect, transport, and dispose of dead animal carcasses, including, but not limited to, dead livestock, poultry, and large animals, in any permissible manner consistent with federal, state, and local laws and regulations.
- D. **White Goods**—DMC should expect to encounter white goods available for disposal. DMC shall remove and recover Freon from any white goods, such as refrigerators, freezers, or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible white goods in accordance with all federal, state, and local laws and regulations. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling.
- E. **E-Waste** – DMC shall remove, haul, and recycle in any permissible manner consistent with federal, state, and local laws and regulations E-waste from public property and rights-of-way.
- F. **Emergency Potable Water** – DMC shall provide the Town with whole pallets of individually bottled drinking water. Pallets shall hold cases of sixteen (16) ounce bottles delivered in cases of twenty-four (24) bottles or in increments as otherwise available at the time, on pallets in trailer truckload quantities. The Town will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.
- G. **Emergency Ice** – DMC shall provide the Town with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The Town will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary, and the delivery vehicle may be required to stay with the ice for several days.
- H. **Other Services as Requested** – DMC shall also provide other related services as requested by the Town.

## 7.10 DOCUMENTATION MANAGEMENT AND SUPPORT

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

- A. DMC shall utilize load tickets provided by the debris monitor to track and document the removal and management of eligible debris. DMC shall ensure that load tickets meet the requirements of FEMA and other federal, state, or local reimbursement agencies.
- B. Each load ticket shall contain the following information:
  - 1. Prime contractor name.
  - 2. Town contract/disaster number.

3. Load ticket number.
  4. Subcontractor name.
  5. Truck driver name.
  6. Date and time of pickup.
  7. Date and time of delivery.
  8. Pickup location (street address or primary street between specific areas).
  9. Loading Zone Number
  10. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
  11. Truck ID number and capacity.
  12. Total cubic yards picked up.
  13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
  14. Delivery site.
  15. Load Monitor Printed Name and Signature.
  16. Dump Monitor Printed Name and Signature.
  17. GPS.
- C. Load tickets will be issued by the debris monitor or Town personnel prior to departure from the loading site or upon arrival at the debris staging area. The debris monitor/Town will keep two (2) copies of the load ticket, and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Contract Manager. Scanned load tickets shall be organized by activity date.
- D. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. The placard shall also include the wording "Town of Davie Emergency Debris Contractor" and the DMC's name.
- E. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- F. DMC will work closely with the Town, Town's contracted Monitor and applicable Federal, State and local agencies to ensure that the Town's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the Town all records, disposal tickets, field inspection reports, and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and electronic scanned documents with an itemized spreadsheet. DMC shall assist the Town in preparing Federal and State reports and applications for reimbursement, including training agency/departments employees. DMC shall review all reimbursement applications prepared by the Town or debris monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the Town or Debris Monitor of any recommended changes, corrections, alterations, or deletions. DMC shall assist, as directed by the Town, in responding to federal and state agency requests for additional information and in negotiations with federal and state officials. DMC shall retain all documentation and records for a minimum of ten (10) years.
- G. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.



- H. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include the identification of the material type, the quantity, the location where the material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the Town as a reimbursement credit back to FEMA, as required by FEMA. The material's value is what the entity accepting it for salvage or recycling pays DMC.

#### **7.11 STAFF AND EQUIPMENT REQUIREMENTS**

- A. DMC shall have a professional staff with the knowledge, skills, and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC, and other applicable federal, state, or local agency regulations and policies is required.
- B. DMC shall ensure that its workforce, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizes adverse effects on the community. Employee overnight camping must be approved by the Contract Manager.
- C. DMC shall employ a project manager and an operations manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the project manager or operations manager in writing by the contract manager shall be as binding as if given to DMC. The Town expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May.
- D. The operations manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its project manager and operations manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the Town.
- E. DMC's operations manager shall coordinate daily with the contract manager and debris monitor and shall comply with all directions and guidance provided by federal or state representatives.
- F. DMC must attend any and all meetings required by the contract manager to evaluate the debris removal and disposal operations.
- G. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable federal, state, and local rules and regulations.
- H. Prior to the start of work, the Monitoring Contractor and the Town will perform the certification of each vehicle engaging in the services specified within this bid. Certification forms will indicate the type of vehicle, make, model, license plate number, DMC equipment number, measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris, and any other information necessary to comply with Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the monitoring contractor and the Town. The reported volume shall be the same as shown on the signs affixed to each piece of equipment.
- I. Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- J. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly

dumping their loads without the assistance of other equipment. Subject to approval by the Town, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be remeasured and remarked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

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

## 7.12 REPORTING

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

- A. **Daily Reports** – DMC shall make daily reports to the Town to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced, and disposed; (3) the number of trucks, other equipment, and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the Town. The format of the reports shall be developed during the pre-event planning and coordination phase.
- B. **Weekly Summaries** – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the Town, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access or another format as approved in advance by the Town. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.
- C. **Damage Reports** - DMC shall notify the Contract Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- D. **Data Reconciliation** – Reconciliation of data will be accomplished weekly between DMC and the Contract Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- E. **Final Project Closeout** – Within thirty (30) days of final inspection and/or closeout of the project by the Town, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to, the total volume by type of debris hauled, reduced, and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the Town. DMC shall provide, upon request of the Town and no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary.

to adequately document the conduct of the debris management operations for the Town. Final project reconciliation must be approved by the Town.

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

### 7.13 OTHER OPERATIONAL CONSIDERATIONS

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

### 7.14 TECHNICAL ASSISTANCE

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

- A. The DMC will aid in the planning of emergency debris recovery, which includes developing a disaster recovery plan and identifying suitable TDMSs and other necessary resources.
- B. Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested; identifying damaged locations and facilities; assessing and preparing initial estimates of debris volumes; distinguishing between pre-emergency damage and emergency-generated damage; documenting eligible costs; and describing the physical and financial impact of the emergency.
- C. Assisting with developing, producing, or distributing public information.

### 7.15 PRICING

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

- A. Prices assume the distance between the pickup location and TDMS site. Invoices to be paid based on incoming load tickets.

- B. Prices assume the distance between the TDMS site or other designated location and the final disposal site. Invoices to be paid based on outgoing load tickets.
- C. Contractor will pay the disposal fee, if applicable, at the final disposal site(s) and bill the town at cost. Contractor will likewise reimburse Town for any revenue received for salvaged or recycled materials.
- D. Only for stumps requiring extraction from rights-of-way, including backfill, etc., to be priced using the Stump Conversion Table and Hazardous Stump Worksheet in FEMA Disaster Assistance Policy (DAP) 9523.11 dated May 15, 2007, or any subsequent edition.
- E. In addition, the Proposer shall provide hourly labor and equipment rates for the items listed in the "Proposal Form."

## 7.16 PROPOSAL REQUIREMENTS

Proposers interested in responding to this RFP must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

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

- A. **Title** **Page:**  
List the following-
  - 1. RFP Subject: Town of Davie "Disaster Debris Management & Removal Services"
  - 2. Date
  - 3. Name of the Firm
  - 4. Contact Person (including title) authorized to represent your firm
  - 5. Telephone Number
  - 6. Email Address
  - 7. Mailing Address
- B. **Tab 1 - Table of Contents:** Include a clear identification of the material included in the proposal by tab number and page number.
- C. **Tab 2 - Letter of Interest:** Limit to two (2) pages.
  - 1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
    - a. Include the size
    - b. Range of activities
    - c. The proposer has years of experience in providing similar services.
    - d. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in Tab 3—Disaster Experience and Ability)
    - e. Summary of past performance of the firm on similar projects (More detail to be provided in Tab 5 - Previous Experience)
    - f. Recent, current, and projected workload of the firm and availability and access to the firm's top-level management personnel.

- g. A brief statement must be included that explains why your proposal would be the most effective and beneficial to the Town of Davie.

**D. Tab 3 – Disaster Experience and Ability:**

1. The relative experience and qualification of each applicant's proposed team, with respect to the project scope. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.
  - a. Describe the firm's background, history, and overall experience.
  - b. Describe the firm's expertise and experience in performing proposed work.
  - c. Describe the firm's experience in filing and receiving federal and state reimbursements.
  - d. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable, such as NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI); Florida State Emergency Response Team (SERT); and/or Florida Governor's Hurricane Conference training/instructor.
  - e. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
  - f. Identify the location of the office responsible for this project, the contact person, and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.
  - g. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
  - h. Provide resume(s) of the on-site staff to be assigned to the project with emphasis on their experience with similar work.
  - i. Explain the ability and experience of the field staff with specific attention to project-related experience.
  - j. For office staff and on-site Staff show the organization chart as it relates to the project, indicating key personnel and their relationship.
  - k. If the Contractor proposes to use subcontractors in the course of providing these services to the Town, this information shall be a part of the bid response. Package should also include a list of subcontractors proposed to work on the project, including professional services, along with their abilities and qualifications as related to the project's specific requirements and their ability to accomplish the project.
  - l. List of current and future debris management contractual obligations with their current status and projected termination dates.
    - i. Provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract.
    - ii. Plan for managing multiple Florida-based debris management contracts.
    - iii. Proposer must currently have a minimum of three (3) full-service Disaster Debris Management contracts in place in which (1) the proposer is the primary contractor; and (2) the contract is with a government entity with a population of at least 150,000 residents.

- E. **Tab 4 – Operational Plan for the Town:** The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of this project.
1. The Operational Plan shall clearly address all aspects of the project proposed, including debris management services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, quality assurance, quality control, assistance with FEMA Reimbursement, etc.
  2. Organizational structure of the firm; chain of command, organizational and procedural graphics. Include information regarding subcontractors.
  3. The Town encourages participation from small businesses, women's business enterprises, minority-owned firms, and labor surplus area firms pursuant to federal and state law as outlined in 2 C.F.R. Part 200.321. Provide the firm's approach and plan to apply and adhere to the "six affirmative steps" with regard to engagement of subcontractors in the performance of this contract.
  4. Define methods used to complete assigned tasks and clearly describe all aspects of the proposed plan of action for the Town of Davie.
  5. Include details of your approach, work plans, and phasing.
  6. Identify any issues or concerns of significance that may be appropriate.
- F. **Tab 5 – Previous Experience of the Proposed Key Personnel:** Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.
1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Management Contractor for the last ten (10) consecutive years. References should reflect this.
  2. Demonstrate that the Proposer has experience performing work as a primary contractor on previous Disaster Debris Management projects.
  3. Details of references should include the following:
    - a. Name and location of the project
    - b. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
    - c. Nature of the firm's responsibility on the project
    - d. Project owner's representative name, address, phone number, and e-mail address
    - e. Project duration and the date the project was completed or is anticipated to be completed.
    - f. Size of project including number of residents
    - g. Cost of project
    - h. Work for which staff was responsible
    - i. Contract Type
    - j. The results/deliverables of the project
- G. **Tab 6 – Financial Capability:** The firm's financial capability is to be addressed and should indicate the resources and the necessary working capital to assure financial stability through to the completion of the project. Proposer must provide the following required documentation related to the firm's financial stability:

1. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for multiple projects during the same time period.
2. Proposer shall provide a notarized letter from a surety, not a broker, verifying total bonding capacity. The Town will not waive this requirement.

H. **Tab 7 – Client References and Past Performance:** Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

1. Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least three (3) government entities with a population of at least 75,000 as the primary contractor. For each reference, include the full name, title, telephone number, fax number, and valid email address of a representative for whom the engagement was taken who can verify satisfactory performance.
2. Provide a list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor.
3. What disaster recovery monitoring services firm(s) have you worked with in the past five (5) years?
4. Please supply contact names, titles, telephone numbers, fax numbers, and email addresses from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.
5. Does your firm have other contracts for these services in Miami-Dade, Broward, and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States? Proposer should note whether it was part of a joint venture and, if so, whether it was the primary or secondary contractor.
  - a. What contractual commitments do your key subcontractors have in the Broward, Miami-Dade, and Palm Beach County area?
  - b. List of all pending lawsuits involving the corporation, partnership, or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
  - c. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

I. **Tab 8 – Business Structure & Professional Registration Certificates:**

1. Proposer must provide proof that it is properly and legally licensed to perform Disaster and Debris Management Services.
2. List appropriate licenses as issued by Broward County.
3. A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services.
4. Firms must be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered.
5. Firms should provide copies of any current licenses/certifications. Licenses may include, but not be limited to Certified General Contractor, Certified Pollutant Storage System Contractor, etc.

6. If the firm offering services is a corporation, or joint venture, it must be properly chartered with the Department of State to operate in Florida and provide a copy of the firm's current Florida Corporate Charter (i.e. Legal records/documentation of same).

J. **Tab 9 – Additional Information:**

1. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.



**8. PRICE PROPOSAL FORM**

- A. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- B. Alternate bids will not be considered unless authorized in the ITB document.

**PART A: HOURLY RATES**

Line Item	Description	Unit of Measure	Unit Cost
1	Project Manager	PER HOUR	
2	Operations Managers	PER HOUR	
3	Crew Foreman	PER HOUR	
4	Skilled Sawman	PER HOUR	
5	Tree Climber	PER HOUR	
6	Administrative Staff	PER HOUR	

**PART B: TASK AND FEE UNIT SCHEDULE**

Line Item	Description	Unit of Measure	Unit Cost
<b>1. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Temporary Debris Staging and Reduction Site per Cubic Yard. Contractor will be responsible to estimate the distance north of Palm Beach County anywhere within the State of Florida. Note that these items only pertain to the temporary debris staging and reduction site.</b>			
1A	0-15 miles	PER CY	
1B	15.01-30 miles	PER CY	
1C	30.01-45 miles	PER CY	
1D	45.01+ miles	PER CY	
<b>2. Loading and Hauling Debris from Public Property and Rights-of-Way (vegetative or construction debris) to a Final Disposal Site per Cubic Yard. Contractor will be responsible to estimate the distance north of Palm Beach County anywhere within the State of Florida. Note that these items only pertain to the temporary debris staging and reduction site.</b>			
2A	0-15 miles	PER CY	
2B	15.01-30 miles	PER CY	

Line Item	Description	Unit of Measure	Unit Cost
2C	30.01-45 miles	PER CY	
2D	45.01+ miles	PER CY	
<b>3. On-site Chipping to include Loading and Hauling Debris from Public Property and Rights-of-Way to a Final Disposal Site per Cubic Yard Contractor will be responsible for estimating the distance north of Palm Beach County anywhere within the State of Florida. Note that these items only pertain to the temporary debris staging and reduction site.</b>			
3A	0-15 miles	PER CY	
3B	15.01-30 miles	PER CY	
3C	30.01-45 miles	PER CY	
3D	45.01+ miles	PER CY	
4	Management and Operation of a Temporary Debris Staging and Reduction Site per incoming Cubic Yard.	PER CY	
5	Debris Reduction by Chipping/Grinding per Cubic Yard	PER CY	
6	White Goods Collection & Recycling	PER CY	
7	Freon Management and Recycling Per Unit	PER UNIT	
8	Animal Carcass Collection, Hauling, and Final Disposal per Pound	PER LB	
<b>9. Loading and Hauling Debris Reduction By-Products to a Final Disposal Site per Cubic Yard</b>			
9A	0-15 miles	PER CY	
9B	15.01-30 miles	PER CY	
9C	30.01-45 miles	PER CY	
9D	45.01+ miles	PER CY	
10	Loading and Hauling Household Hazardous Waste to a Final Disposal Site per Pound	PER CY	
<b>11. Hazardous Stump Removal, Loading and Hauling to a Temporary Debris Staging and Reduction Site:</b>			

Line Item	Description	Unit of Measure	Unit Cost
11A	24 inch to 35.99 inch diameter Each	EA	
11B	36 inch to 47.99 inch diameter Each	EA	
11C	48 inch and larger diameter Each	EA	
<b>12. Hazardous Leaners Cutting and Dropping on ROW to go into vegetative stream:</b>			
12A	6 inch to 23.99 inch diameter Each	EA	
12B	24 inch to 35.99 inch diameter Each	EA	
12C	36 inch to 47.99 inch diameter Each	EA	
12D	48 inch and larger diameter Each	EA	
13	Hangers 2 inches and greater per tree Cutting and Dropping on ROW to go into vegetative stream:	PER TREE	
14	Cleaning of Catch Basins (Includes disposal) Each	EA	
15	Cleaning of Drainage Pipes Linear Feet	PER LF	
16	Sodding per Square Foot	PER SF	
17	Add Fill Dirt per Cubic Yard	PER CY	

**PART C: EQUIPMENT RATES**

Line Item	Item / Description – or equivalent	Unit of Measure	Unit Cost
1	JD 544 Wheel Loader with debris grapple	PER HOUR	
2	JD 644 Wheel Loader with debris grapple	PER HOUR	
3	Extendaboom Forklift with debris grapple	PER HOUR	
4	753 Bobcat Skid Steer Loader with debris grapple	PER HOUR	
5	753 Bobcat Skid Steer Loader with bucket	PER HOUR	
6	30-50 HP Farm Tractor with box blade or rake	PER HOUR	
7	2 - 21/2 cu. yd. Articulated Loader with bucket	PER HOUR	

## Request For Proposals #RFP# RS-26-38 Disaster Debris Management &amp; Removal Services

Line Item	Item / Description – or equivalent	Unit of Measure	Unit Cost
8	3 – 4 cu. yd. Articulated Loader with bucket	PER HOUR	
9	JD 648E Log Skidder, or equivalent	PER HOUR	
10	CAT D4 Dozer	PER HOUR	
11	CAT D5 Dozer	PER HOUR	
12	CAT D6 Dozer	PER HOUR	
13	CAT D7 Dozer	PER HOUR	
14	CAT D8 Dozer	PER HOUR	
15	CAT 125 – 140 HP Motor Grader	PER HOUR	
16	JD 690 Trackhoe with debris grapple	PER HOUR	
17	JD 690 Trackhoe with bucket & thumb	PER HOUR	
18	Hand-Fed Debris Chipper	PER HOUR	
19	300 – 400 HP Horizontal Grinder	PER HOUR	
20	800 – 1,000 HP Horizontal Grinder	PER HOUR	
21	30 Ton Crane	PER HOUR	
22	50 Ton Crane	PER HOUR	
23	100 Ton Crane (8 hour minimum)	PER HOUR	
24	40 – 60' Bucket Truck	PER HOUR	
25	Greater Than 60' Bucket Truck	PER HOUR	
26	Fuel / Service Truck	PER HOUR	
27	Water Truck	PER HOUR	
28	Portable Light Plant	PER HOUR	
29	Lowboy Trailer with Tractor	PER HOUR	
30	Flatbed Truck	PER HOUR	
31	Pick-up Truck (unmanned)	PER HOUR	

Line Item	Item / Description – or equivalent	Unit of Measure	Unit Cost
32	Self-Loading Dump Truck with debris grapple	PER HOUR	
33	Single Axle Dump Truck, 5 – 12 cu. yd.	PER HOUR	
34	Tandem Axle Dump Truck, 16 – 20 cu. yd.	PER HOUR	
35	Tandem Axle Dump Truck, 21 – 30 cu. yd.	PER HOUR	
36	Tandem Axle Dump Truck, 31 – 50 cu. yd.	PER HOUR	
37	Tandem Axle Dump Truck, 51 – 80 cu. yd.	PER HOUR	
38	Temporary Office Trailer-DAILY RATE	PER DAY	

**PART D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT-COST PER DAY (24 HOURS)**

Line Item	Description – or equivalent	Unit of Measure	Unit Cost
1	10 KW Generator	PER DAY	
2	15 KW Generator	PER DAY	
3	25 KW Generator	PER DAY	
4	50 KW Generator	PER DAY	
5	75 KW Generator	PER DAY	
6	100 KW Generator	PER DAY	
7	175 KW Generator	PER DAY	
8	250 KW Generator	PER DAY	
9	300 KW Generator	PER DAY	
10	350 KW Generator	PER DAY	
11	500 KW Generator	PER DAY	
12	750 KW Generator	PER DAY	
13	800 KW Generator	PER DAY	
14	1000 KW Generator	PER DAY	

Line Item	Description – or equivalent	Unit of Measure	Unit Cost
15	1250 KW Generator	PER DAY	
16	1500 KW Generator	PER DAY	
17	1750 KW Generator	PER DAY	
18	Tails	PER DAY	
19	Cables (400 amp) 50 ft	PER DAY	

**PART D: EMERGENCY POWER GENERATORS AND SUPPORT EQUIPMENT-COST PER WEEK (7 DAYS)**

Line Item	Description – or equivalent	Unit of Measure	Unit Cost
1	10 KW Generator	PER WEEK	
2	15 KW Generator	PER WEEK	
3	25 KW Generator	PER WEEK	
4	50 KW Generator	PER WEEK	
5	75 KW Generator	PER WEEK	
6	100 KW Generator	PER WEEK	
7	175 KW Generator	PER WEEK	
8	250 KW Generator	PER WEEK	
9	300 KW Generator	PER WEEK	
10	350 KW Generator	PER WEEK	
11	500 KW Generator	PER WEEK	
12	750 KW Generator	PER WEEK	
13	800 KW Generator	PER WEEK	
14	1000 KW Generator	PER WEEK	
15	1250 KW Generator	PER WEEK	
16	1500 KW Generator	PER WEEK	

Line Item	Description – or equivalent	Unit of Measure	Unit Cost
17	1750 KW Generator	PER WEEK	
18	Tails	PER WEEK	
19	Cables (400 amp) 50 ft	PER WEEK	

**PART E: OPTIONAL SERVICES**

Line Item	Optional Services	Unit of Measure	Unit Cost
1	Debris removal from lakes and canals	PER CY	
2	Restoration of canal banks and slopes	PER LF	
3	Removal of motor vehicles including towing, processing and disposal	PER VEHICLE ON LAND	
4	Removal of motor vehicles including towing, processing and disposal	PER VEHICLE ON WATERWAY	
5	Removal of boats including towing, processing and disposal	PEF LF OF VESSEL ON LAND	
6	Removal of boats including towing, processing and disposal	PEF LF OF VESSEL ON WATERWAY	
7	Provision of emergency potable water	PER GALLON	
8	Provision of emergency ice	PER LB	
9	Temporary bathrooms / port-o-lets	PER UNIT	
10	Provision of temporary satellite phones	PER PHONE/PER DAY	
11	Sewer, culvert cleaning including transportation and disposal	PER LF	

## 9. SAMPLE AGREEMENT

### ***SAMPLE AGREEMENT***

AGREEMENT No. (RFP/RFQ#)

BETWEEN THE TOWN OF DAVIE  
AND  
**FIRM'S NAME**

THIS AGREEMENT is made and entered upon the date of the final signature below by and between **Firm Name** Here a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices at **Complete Address Here** (hereinafter referred to as the "Contractor"), and the Town of Davie, a political subdivision of the State of Florida, having its principal office at 8800 SW 36 Street, Davie, FL 33328 (hereinafter referred to as the "Town").

#### **WITNESSETH:**

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the Request for **Proposals/Qualifications ("RFP")/("RFQ")** No. \_\_\_\_\_ **Complete Title Here** which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of Contractor's Proposal; and

WHEREAS, the Contractor has submitted a written proposal, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the terms and conditions of the Request for Proposals, which includes General Terms and Conditions, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference and the Contractor's Proposal, hereinafter referred to as the "Contract," and the terms of such are incorporated herein by reference.
2. The Town agrees to abide by and to be bound by the "Contract".
3. Contractor shall deliver materials and/or provide services in accordance with the "Contract".
4. The Town agrees to make payment in accordance with the "Contract".
5. This Agreement and "Contract" referenced herein constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
6. The entire Agreement will commence as provided for in **Contract No. RFP/RFQ#** unless Contractor is otherwise notified by the Town [or enter specific initial term and renewal terms here]. Any extension to this Agreement shall be in writing. The Town Administrator or designee is authorized to extend or terminate this Agreement on behalf of the Town.
7. In addition to any other contractual indemnification provisions in the solicitation documents or the "Contract's Proposal" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury,



Request For Proposals #RFP# RS-26-38 Disaster Debris Management & Removal Services

loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the final signature below.

**FIRM NAME IN CAPITAL LETTERS HERE**

By: \_\_\_\_\_ Name: \_\_\_\_\_  
(Signature) (Print)

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

Attested: \_\_\_\_\_

Corporate Seal

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification who did/did not take an oath.

\_\_\_\_\_  
Notary Date

**TOWN OF DAVIE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor Judith Paul

Attested: \_\_\_\_\_ Date: \_\_\_\_\_  
Evelyn Roig, Town Clerk (Seal)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Allan Weinthal, Town Attorney

## 10. VENDOR SUBMISSION

### 10.1 VENDOR INFORMATION

Please indicate any product or services that your firm provides:\*

\*Response required

### 10.2 CONTENT OF PROPOSAL

Content of Proposal\*

Firm shall attach content of proposal as outlined in section 7.16 "Proposal Requirements" of the solicitation.

\*Response required

### 10.3 PROPOSAL SECURITY

BID BOND\*

Please download the below document, complete, and upload.

- [Bid\\_Bond..pdf](#)

\*Response required

### 10.4 OWNERSHIP DISCLOSURE

If the contract or business transaction is with a company, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the company's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):\*

Full Legal Name:

Address:

Ownership %:

Full Legal Name:

Address:

Ownership %:

Full Legal Name:

Address:

Ownership %:

Full Legal Name:

Address:

Ownership %:

*Enter N/A if not applicable*

\*Response required

Request For Proposals #RFP# RS-26-38 Disaster Debris Management & Removal Services

The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):\*

Full Legal Name:

Address:

*Enter N/A if not applicable*

\*Response required

**10.5 ELIGIBILITY FOR LOCAL VENDOR PREFERENCE (Davie Code of Ordinances Sec. 2-326)**

My business is located within the Town of Davie\*

Select as applicable

☐ Yes

☐ No

\*Response required

When equals "Yes"

Has the business name changed since it was opened in Davie? If yes, provide the previous business name: \*

\*Response required

When equals "Yes"

Date your business was established in Town of Davie:\*

\*Response required

When equals "Yes"

Number of full time employees your business employs:\*

\*Response required

When equals "Yes"

Business Tax Receipt [Occupational License(s)]\*

Please upload current Town of Davie business tax receipt.

\*Response required

My Business is located within Broward County\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

Has the business name changed since it was opened in Broward County? If yes, provide the previous business name:\*

\*Response required

When equals "Yes"

Date your business was established in Broward County:\*

\*Response required

When equals "Yes"

Number of full time employees your business employs:\*

\*Response required

When equals "Yes"

Business Tax Receipt [Occupational License(s)]\*

Please upload current Broward County business tax receipt **OR** the city within Broward County business tax receipt.

\*Response required

#### **10.6 CLIENT REFERENCES**

Provide client references from recent transactions/ work similar to the Scope of Work/Specifications herein. Do not include the Town of Davie as a reference.

Client Reference 1\*

Name of Client Entity:

Address:

City/State/Zip:

Contact:

Title:

Email Address:

Telephone:

Scope of Work:

Description of Services Provided:

\*Response required

Client Reference 2\*

Name of Client Entity:

Address:

City/State/Zip:

Contact:

Title:

Email Address:

Telephone:

Scope of Work:

Description of Services Provided:

\*Response required

Client Reference 3\*

Name of Client Entity:

Address:

City/State/Zip:

Contact:

Title:

Email Address:

Telephone:

Scope of Work:

Description of Services Provided:

\*Response required

#### **10.7 PROPOSER/BIDDER QUESTIONNAIRE**

Primary Contact Person for this solicitation\*

Primary Contact Person Name:

Primary Contact Person Email Address:

Primary Contact Person Phone Number:

\*Response required

Request For Proposals #RFP# RS-26-38 Disaster Debris Management & Removal Services

Emergency Contact Information:\*

Emergency Contact Person Name:

Emergency Contact Person Email Address:

Emergency Contact Person Phone Number:

\*Response required

How many years has your firm been in business under its present business name?\*

\*Response required

Has your firm operated under another business name?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, under what other former name(s) has your firm operated?\*

\*Response required

Have you been awarded any government contracts recently or in the past?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, please list the contract #'s, the agency, the service provided, and if it is still active.\*

\*Response required

Have any similar agreements held by the proposer for a similar project to the proposed project ever been canceled? \*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, please explain:\*

\*Response required

Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, please explain:\*

\*Response required

Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? \*

☐ Yes

☐ No

\*Response required

When equals "Yes"

## Request For Proposals #RFP# RS-26-38 Disaster Debris Management & Removal Services

If yes, please explain and give the date, court jurisdiction, action taken, and any other explanation deemed necessary:\*

\*Response required

Has the proposer been involved in any Litigations/Judgements/Settlements/Debarments/Suspensions?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, upload information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years.\*

\*Response required

Has the proposer been involved in any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations? \*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, provide information on the circumstances and status:\*

\*Response required

### 10.8 VENDOR REQUIREMENTS

Quotes\*

**When Providing A Quote Related To A Contract, Please Do The Following:**

- A. You must reference the contract number that is being utilized to develop the quote.
- B. You must remove any extraneous terms and conditions that are not related to the referenced contract on your quote.
- C. Remove any request for an authorized signature on the quote. A purchase order can be provided.
- D. If you are quoting prices based on a cost-plus contract, please show  $\text{Cost} + \% \text{ of Markup} = \text{Total Cost}$ . This will help us verify that your pricing complies with the contract. We ask that you provide evidence of your cost (supplier invoice/receipt) using this model.
- E. If you are quoting prices based on a discount off list, please show  $\text{List Price} + \% \text{ Discount} = \text{Total Cost}$ . This will help us verify that your pricing complies with the contract and will provide evidence of the list price as well.
- F. If your quoted prices are based on a unit price contract, please ensure the pricing matches the contract.
- G. If permits are applicable, please be sure to include those costs on your quote.
- H. Please verify if freight is allowed, or not, before submitting your quote.
- I. Is installation applicable to the contract, or not? If not, please be sure to notate.
- J. When awarded a contract by the Town or the Town chooses to piggyback a contract, please inform all sales and accounting teams that the Town will be utilizing said contract.
- K. Please ensure all pricing is loaded into your information system.

**By checking "Please Confirm" this will serve as an electronic Signature.**

☐ Please confirm

\*Response required

Invoices\*

**All Invoices To The Town MUST Include The Following Information Or It WILL Be Rejected:**

- A. Must include a PO# when a purchase order has been provided.
- B. Must include a non-repetitive invoice number.
- C. Must show contract pricing, if applicable to a contract.
- D. No freight charges shall be included unless the contract provides for freight terms.
- E. All invoices shall be sent to the ordering department or division. This will help to expedite your payment process. Some departments have set up e-mail addresses to which invoices should be submitted. It is advisable to request such email address when speaking to the department you are doing business with.
- F. The Town's policy is to pay within 30 days; however, Florida Law is net 45 days from the receipt of a **proper** invoice.
- G. The Town is a Tax-Exempt entity therefore all sales tax shall be excluded.
- H. The Town will pay either by Purchasing Card (credit card) or Purchase Order/Invoice. The Town will not pay any convenience fees for Purchasing Card transactions. If it is your policy to charge transaction fees, you must request a PO before an order is placed.

**By checking "Please Confirm" this will serve as an electronic Signature.**

☐ Please confirm

\*Response required

Packages And Deliveries\*

All packages must include the "ship to" address and contact information of the person who placed the order on the outside of the package. Without this information, the Town may be unable to verify delivery.

**By checking "Please Confirm" this will serve as an electronic Signature.**

☐ Please confirm

\*Response required

Procurement Card\*

Bidder agrees to accept the VISA Procurement card for payment.

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, do you charge a credit card convenience or other type of transaction fee? If yes, indicate fee percentage.\*

Example: 3%

\*Response required

### 10.9 FEDERAL ANTI-LOBBYING CERTIFICATION

Federal Anti-Lobbying Certification\*

Please download the below document, complete, and upload.

- [Federal Anti-Lobbying Certi...](#)

\*Response required

### 10.10 AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS\*

Please download the document, complete and have notarized. An online notarization option will be provided for you when responding.

- [AFFIDAVIT OF COMPLIANCE WIT...](#)

\*Response required

### 10.11 AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS\*

Please download the document, complete and have notarized. An online notarization option will be provided for you when responding.

- [AFFIDAVIT OF COMPLIANCE WIT...](#)

\*Response required

### 10.12 CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

Certification Pursuant to Florida Statute § 287.135\*

By checking the box below, the Contractor certifies that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

**By checking "Please Confirm" this will serve as an electronic Signature.**

☐ Please confirm

\*Response required

### 10.13 TOWN OF DAVIE CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension And Other Responsibility Matters\*

The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;
- B. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town or other local agency) transaction or contract; 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 government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
- D. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

**By checking "Yes" this will serve as an electronic Signature.**

***Where the prospective vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.***

- ☐ Yes
- ☐ No

\*Response required

When equals "No"

Where the prospective vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.\*

Please upload a detailed explanation if unable to certify any of the above statements

\*Response required

#### **10.14 E-VERIFY**

E-Verify System\*

- A. Vendor/Consultant/Contractor and any sub-contractors shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the resulting Contract/Purchase Order, if awarded. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the Town as a result of the termination of this contract.
- A. Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and (b) all persons (including SUBCONTRACTORS/SUBVENDORS) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

**By checking "Please Confirm," the Contractor is in compliance with Section 448.095, Fla.Stat. and hereby declares under penalty of perjury that the foregoing is true and correct. By checking "Please Confirm" this will serve as an electronic Signature.**

- ☐ Please confirm

\*Response required

#### **10.15 CONFLICT OF INTEREST**

What Defines A Conflict Of Interest According To The Town:

- A. An officer, director, employee, agent, or other consultant of the Town or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or

compensation, whether tangible or intangible, in connection with a grant of the Agreement with the Town or its Departments.

- B. There are undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor with a connection with another entity or person making a proposal for the same purpose, and possibly with collusion, fraud or conflict of interest. Elected or appointed officer(s) or official(s), director(s), employee(s), agent(s) or other consultant(s) of the Town, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

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

**Please indicate below if there is a Conflict of Interest. Please select "Yes," or "No."**

Please indicate if there is a Conflict Of Interest\*

- ☐ Yes  
☐ No

\*Response required

When equals "Yes"

If you indicated "Yes" above please list the names and relationships of those who you believe would lead to a conflict of interest in the space provided below.\*

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

Full First and Last Name:

Relationship:

Full First and Last Name:

Relationship:

Full First and Last Name:

Relationship:

\*Response required

#### 10.16 LICENSES AND/OR CERTIFICATIONS

Licenses and/or Certifications (if applicable)

Please attached applicable licenses and certifications for this specific solicitation.

#### 10.17 PROOF OF INSURANCE

Please upload proof of insurance\*

Please attach proof of insurance (insurance certificate)

\*Response required

#### 10.18 BUSINESS REGISTRATION

State of FL Sunbiz OR State Registration (if not required to have State of FL Sunbiz)\*

Please upload current State of FL Sunbiz **OR** State Registration (if not required to have State of FL Sunbiz). Please reference the attached document as an example.

- [Sunbiz Search Example.pdf](#)

\*Response required

#### 10.19 W9

Is your federal tax classification individual/sole proprietor?\*

☐ Yes

☐ No

\*Response required

When equals "Yes"

If yes, please follow W9 Upload Instructions:

- If using FEIN #, **please upload W9.**
- If using SS#, **DO NOT upload W9.** If recommended for award, you will be contacted on next steps regarding your W9.

When equals "No"

If no, please upload W9\*

Please upload W9.

\*Response required

#### 10.20 EXCEPTIONS

EXCEPTIONS

If bidder takes exception to any part of this solicitation, please upload a document with listed exceptions.

#### 10.21 BID ACKNOWLEDGEMENT

Bid Acknowledgement\*

This bid submission shall be considered an offer on the part of the bidder. By submitting this bid, you are affirming that you have read and understood the terms, conditions, and information included within this solicitation. That all the information provided is true and accurate. That the business associated with this solicitation has not been debarred, convicted of a public entity crime, and does not have a conflict of interest in any manner as described herein. That you have the proper authority to submit this bid and the ability to bind this business entity to the terms and conditions herein. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.

**By checking “Please Confirm” this will serve as an electronic Signature.**

☐ Please confirm

\*Response required

**10.22 SOURCE OF INFORMATION SURVEY**

How did you find out about this solicitation? Check all that apply:\*

*Please note: This information is used for internal Procurement purposes only.*

*Select all that apply*

- ☐ [www.davie-fl.gov](http://www.davie-fl.gov)
- ☐ <https://procurement.opengov.com/portal/davie-fl>
- ☐ The Sun-Sentinel
- ☐ Referral/word-of-mouth
- ☐ Search Engine/Internet search
- ☐ E-mail
- ☐ Banner or Link on another website
- ☐ Flyer, newsletter, direct mail
- ☐ Other

\*Response required