

**REQUEST FOR PROPOSALS
RFP #19-09
EMERGENCY DEBRIS ROAD CLEARING SERVICES**



SUBMITTAL DUE DATE:

TBA

TIME:

TBA

“MANDATORY” PRE-RFP RESPONSE MEETING:

TBA

REQUEST FOR PROPOSALS
RFP #19-09
EMERGENCY DEBRIS ROAD CLEARING SERVICES
TOWN OF CUTLER BAY

The Town of Cutler Bay is requesting proposals from qualified firms to provide for “EMERGENCY DEBRIS ROAD CLEARING SERVICES” for the Town of Cutler Bay. **Interested contractors should visit the Town’s website at www.cutlerbay-fl.gov to obtain the Request for Proposal package. Packages may also be picked up at the following location, during normal business hours.**

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original, three (3) copies, and one (1) readable/reproducible flash drive completely duplicating the original proposal of the submittals must be received no later than **TBA on TBA** and be clearly marked on the outside, “**RFP #19-09 EMERGENCY DEBRIS ROAD CLEARING SERVICES**”, by **Debra E. Eastman, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.**

The Town will conduct a **Mandatory Pre-RFP Response Meeting on TBA at TBA Town Hall Council Chamber (10720 Caribbean Blvd., Suite 115, Cutler Bay FL 33189)**

Late Submittals and facsimile submissions will not be considered. The proposer shall bear all costs associated with the preparation and submission of the proposal.

Women/Minority Owned and Emerging Small Businesses are invited to submit bids on this project.

Pursuant to Town Code Chapter 24, Article II, Section 24-228 of the Town Charter, public notice is hereby given that a “Cone of Silence” is imposed concerning the Town’s competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Pursuant to Section 4-19 of the Town Code; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

The Town of Cutler Bay reserves the right to accept or reject and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services, or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals, ICMA-CM, CFM
 Town Manager



SECTION I
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09

INTRODUCTION

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive proposals for the selection of a contractor to provide “EMERGENCY DEBRIS ROAD CLEARING SERVICES”.

The Town intends to execute an agreement with a selected Contractor to provide such services.

1. SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP & Cone of Silence Begins	TBA	TBA
2	<u>Mandatory Pre-RFP Response Meeting</u> 10720 Caribbean Blvd., Council Chambers Cutler Bay, Florida 33189	TBA	TBA
3	Deadline to Submit Questions	TBA	TBA
4	Deadline to Town Responses to Questions	TBA	TBA
5	Deadline to Submit RFP-Response	TBA	TBA
6	Evaluation of Proposals	TBA	TBA
7	Announcement of selected Contractors/Cone of Silence Ends	TBA	TBA

*The Town reserves the right to change the scheduled dates and time.

1.1 DEFINED TERMS

Terms used in these Instructions to Proposers are defined and have the meaning assigned to them. The term "Proposer" means one who submits a proposal directly to the Town as distinct from a Sub-Contractor, who submits a proposal to the Proposer. The term "Successful Proposer" means the best, qualified, responsible and responsive Proposer to whom the Town (on the basis of Town's evaluation as hereinafter provided) makes an award. The term "Town" refers to the Town of Cutler Bay, a municipal corporation of the State of Florida. The term "Proposal Package" includes all items as listed and identified in Section IV. The term "Contractor" shall mean the individual(s) or firm to whom the award is made or also referred to as the Successful Proposer. The term "Contractor Administrator" shall mean the Town Manager or his designee.

2. GENERAL

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

3. PROPOSAL REQUIREMENTS

3.1 Scope of Services Proposed

Clearly describe how Contractor will perform the Scope of Services proposed, including a work plan and an explanation of methodology to be followed to perform the Services required in this RFP.

3.2 Proposer Qualifications

This section of the proposal should give a description of the proposer, including the size, range of activities, and number of years of relative experience with large accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. This section must also identify the contact person and telephone number.

3.3 Proposal Package

All proposals shall be submitted on the Town provided Proposal Package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. For further information as to the Instructions to Proposers or the Proposal Package contact Debra E. Eastman, Town Clerk at (305) 234-4262 or Email: deastman@cutlerbay-fl.gov.

3.4 Acknowledgment of Agreement Terms

An acknowledgement of the acceptance of the terms of the Agreement should be included as a part of Proposal. Any exceptions to terms of this Agreement should be included in the exceptions section of the Proposal.

4. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE INSPECTION

All Proposers or their representatives are required to attend a mandatory pre-RFP response meeting on **TBA** at **TBA**, Town Hall Council Chambers, 10720 Caribbean Blvd., Suite 115, Cutler Bay, Florida. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements. Questions regarding the Services, sites and specifications will be answered, and Proposers will be able to familiarize themselves with conditions that may affect the proposal prices.

All Proposers shall be held responsible at this time to fully investigate the scope of work to be undertaken based on the Special Conditions and Proposal Detail Requirements included.

5. SUBMISSION OF PROPOSAL

One (1) original and three (3) copies of the proposal, plus a readable/reproducible flash drive shall be submitted no later than **TBA** at **TBA** to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

EMERGENCY DEBRIS ROAD CLEARING SERVICES

RFP #19-09

Town of Cutler Bay

Office of the Town Clerk

10720 Caribbean Blvd., Suite# 105

Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and their representative are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is **not** permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will **not** be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall **not** be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Debra E. Eastman – Town Clerk, Email: deastman@cutlerbay-fl.gov on or before **TBA at TBA**. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

7. EVALUATION METHOD AND CRITERIA

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Cost	70
Proposer Qualifications	15
Scope of Services / Plan	10
References (Relevant experience)	<u>5</u>
Total	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are “responsible and responsive”.

8. DESCRIPTION OF EVALUATION CRITERIA(S):

COST (70 POINTS): Each proposer shall provide unit pricing, including a lump sum amount for mobilization and demobilization, in the Proposal Form included in this RFP.

PROPOSER QUALIFICATION (15 POINTS): Each proposer shall give a description of the firm, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The firm should also submit proof of insurance as a part of the qualifications portion of their proposal.

SCOPE OF SERVICES (10 POINTS): Each proposer will be evaluated on their approach on how the Scope of Services will be met and the operational plan. A work plan including an explanation of methodology to be followed to perform the services required in the proposal. Information regarding the level of staff to be assigned to contract must also be included.

REFERENCES (Relevant Experience) (5 POINTS): As part of the proposal evaluation process, the Town will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer’s submission of a proposal constitutes acknowledgment of

the process and consent to investigate. The Town is the sole judge in determining Proposers qualifications.

The Town as part of their evaluation may perform an inspection of the Proposer's facilities. The Selection Committee, Town Manager, or his designee as part of their evaluation may perform this inspection. The Selection Committee may perform a second pre-award inspection of the Successful Proposer's facilities and any technical advisors they deem necessary, prior to the award of a Contract.

The term facilities as used in this Solicitation shall include, but shall not be limited to, all properties operated by the Proposer, all equipment used in the performance of business by the Proposer, and/or any other evidence, tangible or intangible, that the Town may deem necessary to substantiate the technical and other qualifications, and the abilities of the Proposer to perform the Services.

The inspection may include, but not be limited to, appearance and cleanliness of facilities, appearance and cleanliness of equipment, "road worthiness" of vehicles, appearance and visibility of all signage on vehicles, and possession and distribution of mandatory equipment. Vehicles may be inspected for compliance with State of Florida Statutes, as well as applicable County and Town Ordinances. Additionally, inspection may include verification of some of the (physical) minimum requirements for Proposers. Additionally, the Town reserves the right to perform such inspections on the Successful Proposer as often as it deems necessary, to ensure proper performance of the proposed Contract.

The Town may require short-listed Proposer's to perform an oral presentation in support of their Proposal or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Selection Committee or the Town Manager. If required, Proposers will be notified in writing prior to the date of such a presentation.

9. INTERPRETATION AND CLARIFICATIONS

All questions about the meaning or intent of the Proposal Documents and specifications shall be directed in writing to the Town Clerk's Office, Debra E. Eastman, MMC, at 10720 Caribbean Blvd., Suite #105, Cutler Bay, Florida 33189. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda electronically mailed or delivered to all parties that are on record with the Town Clerk as having requested and received the Proposal Documents. Provided however that it is each Proposal's sole responsibility to be informed of any changes to the Request For Proposal in the form of written addenda and the Town shall not be responsible for any Proposer's failure to receive same. The Town has the right to rely on all Proposals received and the submittal of a Proposal shall represent the Proposer's acknowledgement that he has read and understood the Request for Proposal and any addenda thereto. Written questions must be received by **TBA** by **TBA**. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

10. ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of sixty (60) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within sixty (60) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of sixty (60) calendar days from the date of proposal opening. A Proposer may withdraw his proposal after the expiration of sixty (60) days from the date of proposal opening by delivering written notice of withdrawal to the Town Manager's Office prior to award of contract by the Town of Cutler Bay Council.

The Town of Cutler Bay reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

11. ELIGIBLE PROPOSER

The Town reserves the right, before awarding a Contract, to require a proposer to submit evidence of his/her qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the proposer. The Contract will be awarded only to a proposer fully qualified to undertake the proposed work. All material or services must meet all applicable Federal, State and Local specifications and permit requirements. In accordance with 23 CFR 635.112(e), no public agency shall be permitted to propose in competition or to enter into subcontracts with private contractors.

12. PROPOSAL BOND

Each Proposal must be accompanied by a Proposal Bond or Cashier's Check, in an amount of **Fifteen Thousand and NO/100 (\$15,000.00)**. All Proposal Bonds shall be valid for a period of at least ninety (90) days from the proposal submission date. The Proposal Bonds for all unsuccessful Proposals shall be returned after the ninety (90) day period. The purpose of the Proposal bond is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, Proposal bonds are subject to forfeiture any time proposers refuse to honor their proposals for at least sixty (60) days after proposal opening.

13. PERFORMANCE AND PAYMENT BOND

Within 72 hours of issuance of Notice to Proceed, the successful Proposer shall furnish to the Town of Cutler Bay, a Performance Bond in the amount of **Five Hundred Thousand and NO/100 (\$500,000.00)** to the Town for the period of the contract (to be determined at the time of award). The Performance and Payment Bond can be in the form of a Cashier's Check, made payable to the Town of Cutler Bay (Please note that Cashier's Checks will be deposited into an escrow account for the term of the contract); a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the Town of Cutler Bay. The Town, to draw on same, would merely have to give written notice to the bank with a copy to the successful contractor.

- 13.1 Attorney's-in-fact, who sign the Proposal Bond, Performance Bond and Payment Bond, must file with such Bonds, certified copies of their current power of attorney to sign such Bonds. All Bonds must be countersigned by an agent of the Surety licensed in the State of Florida, with a copy of the agent's current identification card, as issued by the State of Florida Insurance Commissioner, attached hereto.
- 13.2 Proposer must submit Bond forms attached hereto or such other acceptable bond forms as approved by the Town, in its sole discretion.

14. QUALIFICATION OF SURETIES

- A. General: The following requirements shall be met by all surety companies furnishing proposal, performance payment or other type of bonds:
- B. Qualifications: As to companies being rated acceptable:
 - 1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class V or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
 - 2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
 - 3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that proposals may be rejected.
- C. Limitations: Bonding Limits or Bonding Capital refer to the limit or amount of Bond

acceptable on any one risk.

1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on anyone risk (penalty or amount of any one bond).

D. Requirements:

1. Policy Holders Surplus is required to be 5 times the amount of any one bond.
2. The Agent countersigning the bond shall be a resident of Miami-Dade County.

15. FAMILIARITY WITH LAWS

The Proposer is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

16. AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in Town's best interest.

The Contract will be awarded only to a responsible Proposer(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 similar work and that he is fully prepared with the necessary organization, capital, and equipment to complete the scope of work. Proposer shall be insured, licensed and certified by all applicable local, county and state agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the Successful Proposer shall submit a revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly,

an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

17. CONTRACT PERIOD/PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT

The initial Contract term shall be for three (3) years, with the Town's option, in its sole discretion, to renew for additional one (1) year terms, not to exceed a maximum of three (3) years. At its sole discretion, the Town shall have an option to renew this Contract upon the same terms and conditions (including pricing) for up to three (3) additional one (1) year periods (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option shall be effective upon written notice from the Town Manager to the Contractor delivered received no later than thirty (30) days prior to the date of termination of the initial term and any applicable Renewal Option term.

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer on the Proposal Form shall remain fixed and firm during the term of the Contract, and any Renewal Option term(s) thereafter; provided however, that the Proposer may offer incentive discounts from the fixed price to the Town at any time during the contractual term.

18. PERMITS, FEES AND NOTICES

The Successful Proposer shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract.

All county, state or federal fees and permits shall be applied for and paid by the Proposer as necessary. Proposer must provide Town with copy(s) of valid licensing by state/county agency for this type of work.

It is the Proposers responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

19. NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

20. LAWS/ORDINANCES

The Proposer shall observe and comply with all federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this Contract. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

21. ERRORS AND OMISSIONS

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the request for proposals and Instructions to Proposers may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.

22. WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this Request for Proposals and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the Town.

23. ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him, without the previous written consent of the Town Manager or his designee.

24. COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

25. CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Proposal, between:

A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and Proposal after the advertisement of said RFQ, RFP, or Proposal. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-Proposal conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the Town Council during any duly noticed public meeting;
- 4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular RFQ, RFP or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the Town Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to Town Code;
- 9) responses to the Town's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting;
- 11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular Proposer or proposer shall render any RFQ award, RFP award or Proposal award to said Proposer or proposer voidable by the Town Council and/or Town Manager.

26. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

26.1 VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE

1. General requirements:

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

- (A) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

27. PROTEST PROCEDURES

With respect to a protest of the terms, conditions, and specifications contained in a solicitation (RFP, RFQ, or Bid), including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in accordance with Town Ordinance 06-22.

28. LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

29. PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Town in connection with responses shall become property of the Town and shall be deemed to be public records subject to public inspection.

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END OF SECTION

SECTION II SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

1.1 General Liability

Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

1.2 Workers' Compensation

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

1.3 Automobile Liability

Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

1.4 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Cutler Bay
Attention: Town Clerk's Office
10720 Caribbean Blvd., Suite# 105
Cutler Bay, Florida 33189

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

1.5 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2. SAFETY

"The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right but is not obligated to make safety inspections at any time the Successful Proposer is on Town property and to ensure safety rules are not being violated.

To the extent applicable, the Successful Proposer must also comply with Chapter 487, Florida Statutes. Any items which are delivered from an Agreement resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS). The MSDS sheets must be maintained by the user agency and consist of written, electronic, or printed material concerning an agricultural pesticide that sets forth the following information:

- a) The chemical name and the common name of the agricultural pesticide.
- b) The hazards or other risks in the use of the agricultural pesticide, including:
 - 1. The potential for fire, explosions, corrosiveness, and reactivity.
 - 2. The known acute health effects and chronic health effects of exposure to the agricultural pesticide, including those medical conditions that are generally recognized as being aggravated by exposure to the agricultural pesticide.
 - 3. The primary routes of entry and symptoms of overexposure.
 - a) The proper handling practices, necessary personal protective equipment, and other proper or necessary safety precautions in circumstances that involve the use of or exposure to the agricultural pesticide, including appropriate emergency treatment in case of overexposure.
 - b) The emergency procedures for spills, fire, disposal, and first aid.
 - c) A description of the known specific potential health risks posed by the agricultural pesticide, which is written in lay terms and is, intended to alert any person who reads the information.
 - d) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.1 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheets (MSDS) The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness, and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - d) The emergency procedure for spill, fire, disposal, and first aid.
 - e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
 - f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

3. CARE AND SAFETY

The Contractor shall exercise the greatest of caution and care in servicing each site so as not to be or create a hazard which may affect the health, safety and welfare of users of the site or those surrounding, abutting or passing, and so as not to cause or inflict damage to any portion of the site and the area abutting and surrounding. The Contractor shall be responsible for all damages to persons and/or property occurring in the course of or resulting from his work, and shall be responsible for all repair, restoration, replacement and/or restitution for said damages at the Contractor's sole expense.

4. TRAFFIC CONTROL AND PROTECTION

Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Successful Proposer shall be responsible for the plans for traffic control around or through work sites and shall be developed with safety as the primary concern. The plans shall include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crews, traffic control personnel, pedestrians and motorists shall be addressed. In all cases the operation plan for traffic control and protection shall include provisions for the following:

- a) Advance warning
- b) Clear view of work site
- c) Roadway delineation

- d) Regulatory information
- e) Hazard warning
- f) Barriers
- g) Pedestrians safety
- h) Access
- i) Location of vehicle and equipment
- j) Night safety
- k) Personnel
- l) Traffic control and protection devices (see the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.)

5. DAMAGES, VANDALISM AND THEFT

In the event the Contractor discovers or is made aware of damages, vandalism or theft at a site specified herein, the Contractor, shall immediately notify the Town of same, and shall file a police report of the occurrence.

6. SUB-CONTRACTORS

6.1 Sub-Contractors Terms

The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town.

6.2 Sub-Contractors Agreement

Written approval by the Town Manager or his designee will be required, prior to hiring any subcontractor. All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the Sub-contractor.

7. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business

that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

9. PERFORMANCE AND PAYMENT BOND

Simultaneous with the delivery of the executed contract to the Town, the Contractor shall furnish to the Town an executed performance and payment bond in the amount of **Five Hundred Thousand and NO/100 (\$500,000.00)** of the annual Proposal amount, as security for the faithful performance of the contract and for the payment of all persons performing labor and/or furnishing materials in connection therewith. It shall be submitted on forms provided. The condition of this obligation is such that, if the Contractor shall promptly and faithfully perform said contract, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the contract, and shall fully indemnify and save harmless the owner for all costs and damages he may suffer by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

10. INSPECTION, DIRECTION, AND PAYMENT

10.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Contractor from any requirements of the Contract.

10.2 Inspection

The Town's Public Works Department Director or designee will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Contractor's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

10.3 Payment

Contractor shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Contractor pursuant to the Florida Prompt Payment Act.

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END OF SECTION

SECTION III DETAILED SPECIFICATIONS

1.1 SCOPE OF WORK

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and services for roadway clearance which for the purpose of this Proposal, shall include the clearing of debris and all emergency related debris from Streets, Avenues, Town property and in certain instances private property within the Town of Cutler Bay (the "Town"). After an emergency event the contractor will, within two (2) hours of the conclusion of the event have the specified number of crews and manpower in the Town and begin to open and maintain all Town roadways clear of debris. Initial focus will be placed on opening all main roadways to vehicular traffic. The sequence of these openings will be determined by the Town. When all main streets are open focus will then be shifted to the secondary roadways with this sequence also being determined by the Town. Debris will be placed within the Town right-of-ways.

1.1.1 Emergency Road Clearance

Clearing of debris from local roadways within the Town limits as directed by the Town.

1.1.2 Debris Clearing from Public Property

Clearing of debris from public rights-of-way or Town Facilities. Clearing of debris beyond public property as necessary to abate imminent and / or significant threats to the public health and safety of residents.

1.1.3 Debris Clearing from Private Property

Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor, as directed by the Town, will accomplish the clearing of debris from private property.

1.1.4 Documentation and Inspections

Storm debris shall be subject to inspection by the Town. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the Town access to all work sites and disposal areas. The Contractor will assist the Town in preparation of Federal (FEMA and FHWA) and State reports for any potential reimbursement through the training of Town employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA and other applicable State and Federal Agencies to ensure that eligible debris clearing and data documenting appropriately address concerns of the likely reimbursement agencies.

1.1.5 **Work Areas**

The Town will establish and approve all areas where the Contractor will be allowed to work. The Contractor will clear all debris from roads and place it on the swale area in Public Right of Way.

1.1.6 **Documentation and Recovery Process**

Contractor will provide the following assistance in addition to debris removal:

- a. Recovery process documentation – Create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status reports as requested by the Town.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

1.2 **LOCATION OF WORK**

Accompanying this specification is an area map (see Appendix A) indicating main Streets and Avenues within the Town of Cutler Bay. Existing roadway signs clearly indicate the name of each road. By submitting this Proposal, the Proposer certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the Proposal. The Town reserves the right to remove specific locations as deemed appropriate. The Town also reserves the right to award the locations to multiple Proposers to attain the best possible service and price.

1.3 **EQUIPMENT**

All equipment necessary to provide the Services shall be provided by Contractor and maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the Town. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

1.4 **REQUIRED EQUIPMENT AND MANPOWER**

The CONTRACTOR must mobilize the following equipment to one or more locations within the Town, to be provided and secured by the Town, at a minimum of 24 hours (twenty four hours) prior to the commencement of a known or anticipated event, (Hurricane.) Within 2 hours (two hours) of the lifting of the hurricane warning as presented over a public information system (radio/television) of the known or anticipated event the CONTRACTOR will make available all man power necessary to operate said equipment and to carry out all necessary activities to fulfill his contract obligations. The Contractor shall mobilize within 4 hours (four hours) of an unanticipated event after being notified by the Town.

- 1.4.1 Within 2 hours from conclusion of the event a minimum of six crews consisting of the following elements shall be on site ready to execute contract duties:

Crew #1

1 Operating Manager to supervise entire operation.

1 Superintendent with truck, phone and radio to supervise entire field operation.

1 Foreman with truck, phone and radio.

2 chain and hand saw operators.

1 JD544 or equal, wheel loader with bucket

1 753 Skid Steer Loader with bucket

Crew #2 & #3

Same as Crew #1 with the exception of operating manger and superintendent.

Within 24 hours (twenty four hours) from conclusion of the event three (3) additional crews for a total of six (6) crews will be on site

Crew #4-#5-#6

Same as Crew #1 with the exception of operating manager and superintendent.

- 1.4.2 Within 4 hours (four hours) of an unanticipated event once CONTRACTOR has been notified by the Town of Cutler Bay the same requirements should be met as enumerated in Section 1.4.1 above

1.5 STORAGE AND MOBILIZATION FACILITY

A minimum of 24 hours (twenty-four hours) prior to a known or anticipated event the Contractor will mobilize all equipment as outlined in item 1.4.1 to one or more facilities within the Town of Cutler Bay to be provided by the Town.

1.6 SPECIAL CONTRACT REQUIREMENTS

- 1.6.1 The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the Town within 24 hours (twenty-four hours) of notification.
- 1.6.2 During emergency recovery efforts the Contractor must be available 24 hours (twenty-four hours) per day, 7 days per week, for the work detail that may include, but is not limited to, the supply of six work crews as outlined in item 1.4.1 and 1.4.2
- 1.6.3 All Contractor's vehicles must be clearly marked as being a licensed contractor working for the Town of Cutler Bay and all employees shall wear a uniform that identifies the

company name at all times.

- 1.6.4 Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
- 1.6.5 The Contractor's owner, or supervisor employee of the Contractor approved by the Town, must be on 24 hour call, for emergency purposes until the Town releases the Contractor from service. Emergency contact information for both the primary contact and a backup must be supplied to the Town, (office, home, cell, Nextel) if communication systems are down the emergency contact must be available via satellite phone.
- 1.6.6 The contractor, on an immediate and first priority basis, shall be available to the Town to clear roadways or access areas in the event of an Act of God (i.e. storm, hurricane, tornado, accident, act of terrorism) or an auto accident that causes a tree to fall and block a roadway or pedestrian area, or any other emergency deemed adequate to effect an activation by the Town Manager or appointee.
- 1.6.7 With this Proposal and May 1st of the Contract term, the Contractor shall submit, for Town approval, a hurricane mobilization and preparedness plan specifically relating to manpower, equipment and scheduling.
- 1.6.8 No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The Contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties. The Contractor is responsible for diesel fuel / gasoline for his vehicles and if stored within the Town must conform to all local, state, federal guide lines / regulations.

2.0 SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- 2.0.1 All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- 2.0.2 All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the Town.
- 2.0.3 The contractor will designate a responsible member of their organization within the Town whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor to the Town.

- 2.0.4 In emergencies affecting the safety of persons or the work or property within the Town or adjacent thereto, the Contractor, without special instruction or authorization from the Town, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Town prompt written notice of any significant changes in the work or problems caused thereby.
- 2.0.5 The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the Town of Cutler Bay Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.
- 2.0.6 Any and all damage associated with debris clearing operations shall be restored to pre-existing condition at the Contractors expense.
- 2.0.7 The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.

2.1 DEFECTIVE WORK

- 2.1.0 The Town will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of this RFP, the Specifications and the Contract Documents or does not meet the requirements of any inspection.

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END OF SECTION**

**SECTION IV
PROPOSAL FORM**

**TOWN OF CUTLER BAY
RFP #19-09
EMERGENCY DEBRIS ROAD CLEARING SERVICES
UNIT PRICE AMOUNT**

BASE PROPOSAL

The purpose of this proposal is to clear debris from local roadways within the Town limits, Town property and/or private property as authorized by the Town and up to the public Right-of-Way. Miami-Dade County ("County") will be responsible for secondary services for removal of debris to an approved Landfill. All unit costs shall be filled out for a complete package. Placing a unit cost of \$ 0.00 indicates the contractor will provide the service and/or equipment at no cost to the Town.

Total Amount of Proposal: _____

Amount Written: _____

DEBRIS REMOVAL, PROCESSING & DISPOSAL

#	DESCRIPTION	UNIT	QTY	COST
1.	Mobilize & demobilize (Includes Maintenance of Traffic, MOT. As per Sec. 1.7.4)	LUMP SUM	1 unit	\$
2.	Sweeping Curb & Gutter	PER MILE	1 unit	\$
3.	Performance Bond (Bidder's cost for a \$500,000 Performance Bond, as stated in Section I, Item #13 (Page 8 of 91))	LUMP SUM	1 unit	\$

EMERGENCY ROAD CLEARANCE

4.	Emergency road clearance	TIME AND MATERIALS	Rates Below	See Rates Below
5.	Hauling/Transportation Cost of debris to an approved Miami-Dade County Landfill Facility	CUBIC YARD	1 unit	\$
6.	Material, fill dirt for stump holes, purchased, placed & compacted	CUBIC YARD	1 unit	\$

EQUIPMENT WITH OPERATOR – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
1.	JD544 or equal, wheel loader w/debris	HOURLY RATE	1 unit	\$
2.	JD644 or equal, wheel loader w/debris	HOURLY RATE	1 unit	\$

3.	JD544 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$
4.	JD644 or equal, wheel loader w/bucket	HOURLY RATE	1 unit	\$
5.	Extend-a-boom forklift w/debris	HOURLY RATE	1 unit	\$
6.	753 Skid Steer w/debris grapple	HOURLY RATE	1 unit	\$
7.	753 Skid Steer Loader w/bucket	HOURLY RATE	1 unit	\$
8.	753 Skid Steer w/Broom	HOURLY RATE	1 unit	\$
9.	JD310 or equal TLB	HOURLY RATE	1 unit	\$
10.	30 Ton Crane	HOURLY RATE	1 unit	\$
11.	50 Ton Crane	HOURLY RATE	1 unit	\$
12.	100 Ton Crane	HOURLY RATE	1 unit	\$
13.	40' / 60' Bucket Truck	HOURLY RATE	1 unit	\$
14.	Water Truck (2000 gallons)	HOURLY RATE	1 unit	\$
15.	Portable Light Tower	HOURLY RATE	1 unit	\$
16.	Single axle dump type truck, 5 / 12	HOURLY RATE	1 unit	\$
17.	Tandem axle dump type truck, 16 / 20	HOURLY RATE	1 unit	\$
18.	JD690 or equal track hoe w/ grapple	HOURLY RATE	1 unit	\$
19.	JD690 or equal track hoe w/ bucket &	HOURLY RATE	1 unit	\$
20.	Excavator type hoe on rubber w/	HOURLY RATE	1 unit	\$
21.	Hand fed debris chipper	HOURLY RATE	1 unit	\$
22.	300 / 400 tub grinder	HOURLY RATE	1 unit	\$
23.	Diamond Z or equal 800 / 1000 tub	HOURLY RATE	1 unit	\$
24.	Knuckle-boom w/ grapple self-loading dump type truck	HOURLY RATE	1 unit	\$
25.	Trailer Type truck/ Tractor 24 / 40 CY	HOURLY RATE	1 unit	\$
26.	Trailer Type truck/ Tractor 41 / 60 CY	HOURLY RATE	1 unit	\$
27.	Stacking conveyor	HOURLY RATE	1 unit	\$

LABOR & MATERIAL – HOURLY RATES PER LINE ITEM

#	DESCRIPTION	UNIT	QTY	COST
1.	Operating Manager	HOURLY RATE	1 unit	\$
2.	Superintendent w/truck, phone & radio	HOURLY RATE	1 unit	\$
3.	Foreman w/truck, phone & radio	HOURLY RATE	1 unit	\$

4.	Safety/quality control inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$
5.	Inspector w/vehicle, phone & radio	HOURLY RATE	1 unit	\$
6.	Climber w/gear	HOURLY RATE	1 unit	\$
7.	Chain & Hand Saw Operator	HOURLY RATE	1 unit	\$
8.	Laborer & Flagman	HOURLY RATE	1 unit	\$
9.	Haz-Mat Professional	HOURLY RATE	1 unit	\$
10.	Certified Arborist	HOURLY RATE	1 unit	\$
11.	Project Manager	HOURLY RATE	1 unit	\$
12.	Drone with Operator	HOURLY RATE	1 unit	\$
EMERGENCY POWER GENERATORS & SUPPORT EQUIPMENT				
#	DESCRIPTION	UNIT	QTY	COST
1.	5 kw Portable/Mobile Generator	Day (12 Hours)	1 unit	\$
2.	10 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
3.	20 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
4.	40 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
5.	60 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
6.	80 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
7.	100 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
8.	120 kw Portable/Mobile Generator	DAY (12 hours)	1 unit	\$
9.	Satellite Phone for use by the Town to coordinate operations during failure of other communication systems	DAY (12 hours)	1 unit	\$
10.	Portable Trailer Mounted Air Conditioning Units (5 Ton/63,500 BTU)	DAY (12 hours)	1 unit	\$

11.	Portable Trailer Mounted Air Conditioning Unit (12 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$
12.	Portable Server Cooler (2 Ton/24,000 BTU)	DAY (12 hours)	1 unit	\$
13.	Portable Server Cooler (3 Ton/36,000 BTU)	DAY (12 hours)	1 unit	\$

SECTION V
LIST OF PROPOSED SUBCONTRACTORS

PROPOSER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION OF WORK / LICENSE #	NAME AND ADDRESS OF SUBCONTRACTOR
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If, prior to Notice of the Award, the Town or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the Proposer may, prior to Notice of Award, submit an acceptable substitute without an increase in their Proposal price.

END OF SECTION

**TOWN OF CUTLER BAY
RFP # 19-09
EMERGENCY DEBRIS ROAD CLEARING**

**CONTRACT FOR EMERGENCY DEBRIS ROAD CLEARING SERVICES
BETWEEN TOWN OF CUTLER BAY AND**

THIS IS A CONTRACT FOR EMERGENCY DEBRIS ROAD CLEARING SERVICES ("Contract"), dated _____ ("Effective Date") by and between TOWN OF CUTLER BAY, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town"), and _____, a Florida corporation (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the Town solicited proposals for the EMERGENCY DEBRIS ROAD CLEARING SERVICES of _____ ("Project") through Request for Proposal No. 19-09; and

WHEREAS, the Contractor responded to the Town's solicitation by submitting its proposal ("Proposal"), attached and incorporated hereto as Exhibit "A"; and

WHEREAS, after review and consideration of all submitted bids, the Town Manager recommended the Contractor to _____ (the "Work") for the Project; and

WHEREAS, on _____, pursuant to Resolution No. 19-____ attached and incorporated hereto as Exhibit "B", the Town Council approved the Contractor to perform the Work and authorized the Town to contract with the Contractor to perform the Work for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

**ARTICLE 1
SCOPE OF WORK**

- 1.1 The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications of this Agreement, attached hereto as Exhibit "E" (the "Work").
- 1.2 Contractor shall perform all necessary tasks in order to complete the Work.

ARTICLE 2
TERM

- 2.1 The Term of this Contract shall be effective and commence upon full execution of this Contract by both parties, and shall continue for a term of three (3) years. At its sole discretion, the Town shall have the right and option to renew this Contract for up to three (3) additional one (1) year terms, upon the same terms and conditions, including unit pricing (the "Renewal Options"). The Renewal Option(s) may be exercised by the Town Manager, at his sole discretion. Such renewal shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than thirty (30) days prior to the date of termination of the initial term or applicable Renewal Option term.

ARTICLE 3
BENCHMARKS AND REMEDIES FOR BREACH

- 3.1 Contractor shall be instructed to commence each phase of the Work as specified in the written form of a Notice to Proceed ("Notice to Proceed") issued by the Town Manager. Contractor acknowledges and agrees that the Town shall have no obligation to issue a Notice to Proceed for the Work or any portion thereof. Each Notice to Proceed issued by the Town will provide for a commencement date for the Work, or a portion thereof, and required completion dates for the Work, or portion thereof, including Substantial Completion, as defined in section 1.1(45) of the General Conditions, and final completion dates. A Notice to Proceed will not be issued until Contractor's submission to Town of all required documents and execution of this Contract.
- 3.2 Contractor and Town agree time is of the essence for performance of this Contract. The Work, or any portion thereof, shall not commence until the date specified in the Notice to Proceed. The Work, or any portion thereof, shall achieve Substantial Completion and final completion, as determined in the sole discretion of the Town, within the number of calendar days specified in the applicable Notice to Proceed. The Contractor shall prosecute all Work with faithfulness and diligence.
- 3.3 Upon failure of Contractor to substantially complete the Contract within the Term, or portion of Work within the specified period of time of the applicable Notice to Proceed, Contractor shall pay to Town the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time specified in the Notice to Proceed for Substantial Completion. After Substantial Completion, in the event Contractor fails to complete the remaining Work within the time specified in the Notice to Proceed for final completion and readiness for final payment, then Contractor shall pay to Town the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified for completion and readiness for final payment. These amounts are not penalties but are liquidated damages (collectively "Liquidated Damages") to Town for its inability to obtain full beneficial occupancy and use of the Project.
- 3.4 Recognizing the impossibility of ascertaining the precise amount of damages that will be sustained by Town as a consequence of such delay, Liquidated Damages are hereby fixed and agreed upon between the parties. The parties have agreed upon on Liquidated Damages to obviate any question or dispute regarding the amount of damages and costs and effect of Contractor's failure to

complete the Work within the applicable timeframe. The above-stated Liquidated Damages shall apply separately to each phase of the Project for which a time for substantial and/or final completion is given pursuant to a Notice To Proceed.

- 3.5 The Contractor hereby agrees that the Town is authorized to deduct the Liquidated Damages from monies due to Contractor for the Work pursuant to this Contract. In the event that the amount of Liquidated Damages due to the Town by Contractor exceeds the payment or monies due to the Contractor pursuant to this Contract, the Contractor shall be liable and shall immediately, upon demand by Town, make payment to the Town in the amount of said excess.

ARTICLE 4

PROTECTION OF PROPERTY AND THE PUBLIC

- 4.1. The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement as follows:
- 4.2. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the work sites, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.
- 4.3. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.
- 4.4. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site), which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property.
- 4.5. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

ARTICLE 5

COMPENSATION /PAYMENT

- 5.1 All Work as per unit prices under this Agreement shall be in an amount not to exceed \$500,000. If the contractor exceeds this amount it is at its own risk. The contractor shall not begin work until they receive a Notice to Proceed. The contractor shall provide the Town with a detailed scope of work and lump-sum proposal to include a cost analysis to clear debris from all Town roadways within fourteen (14) calendar days from the Notice to Proceed date, or prior to reaching the \$500,000 ceiling price; whichever comes first. Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.
- 5.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.
- 5.3 Contractor shall be compensated at the unit prices specified in the Bid Proposal, attached hereto as Exhibit "A", based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed **\$ 500,000** (the "Agreement Sum").
- 5.4 The payment of any Application for Payment by Town, including the final request for payment, does not constitute approval or acceptance by Town of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Town's rights hereunder or at law or in equity.

ARTICLE 6

CONTRACT DOCUMENTS

- 6.1. Each of the following are made a part of this Contract for the Project (collectively "Contract Documents"):
- Exhibit "A" Bid or Proposal Submitted by Contractor
 - Exhibit "B" Town Authorization: Resolution No. ____
 - Exhibit "C" Introduction
 - Exhibit "D" Special Conditions
 - Exhibit "E" Detailed Specifications
 - Exhibit "F" RFP Forms
 - Exhibit "G" Advertisement for Bids
 - Exhibit "H" Performance Bond
 - Exhibit "I" Insurance and License
- 6.2 **Priority of Interpretation.** The Code and any Town resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word,

responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Town Resolution Approving Contractor
- b) Town Request for Proposal ("RFP")
- c) Drawings, Plans and Specifications approved by the Town
- c) Contractor's Response to RFP
- d) Insurance Certificates
- e) Notice to Proceed (NTP)
- g) 2 C.F.R. s. 200.317 – s. 200.326
- f) Performance and Payment Bond

6.3 Any mandatory clauses which are required by such federal, state, or other governmental regulations shall be deemed to be automatically incorporated herein. In the event of any conflict among the foregoing Contract Documents, the documents shall govern in the order listed and/or as determined by the Town Engineer.

6.4 The Contract Documents shall remain the property of the Town. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other Projects without the Town's prior written authorization.

ARTICLE 7

INDEMNIFICATION

7.1 The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the Town as set forth in this Article.

7.2. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Town and its officials, consultants, agents and employees from and against all demands, claims, suits, liabilities, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs including appeals) arising out of, related to, or resulting from the performance or non-performance of the Work, or Contractor's obligations, or the Work under this Contract, including but not limited to any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party.

- 7.3 In any and all claims against the Town or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by Contractor, any Subcontractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 7.4 It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 7.5 Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the Town shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the Town or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the Town is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the Town's sovereign immunity, nor shall anything in this Contract shall be construed to waive the Town's sovereign immunity.

ARTICLE 8

INSURANCE AND BONDS

- 8.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as listed in the Contract Documents, including and in no event less than the policies, coverages and minimum limits specified below and as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Town and prior to commencing any Work. Each certificate shall include no less than (30) thirty day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability

coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Town and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, and Vandalism and Malicious Mischief.
- e. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- f. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the Town with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Town.
The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town.
If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- g. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance

maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance.

The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

- h. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.
- i. The provisions of this Section shall survive termination of this Contract.

8.2 **Bonds.** Prior to performing any portion of the Work and within Seventy-Two (72) hours of the Issuance of Notice to Proceed hereof, the Contractor shall deliver to Town the Bonds required to be provided by Contractor hereunder and the Contract Documents (collectively, "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, in the amount of the total bid amount, or Contract Price, whichever is greater, in the form provided in the Contract Documents or another form satisfactory to, and approved in writing by the Town and executed by a surety of recognized standing with a rating of A or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Town.

8.3 Notwithstanding any obligation which may be set forth or required in the Contract Documents, the Town shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

ARTICLE 9

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 9.1. In order to induce the Town to enter into this Contract, the Contractor makes the following representations and warranties:
 - 9.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications, attached hereto and incorporated

herein.

- 9.1.2. Contractor has visited the Project site and has become familiar with the site and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 9.1.3. Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Agreement.
- 9.1.4. Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project sites or for existing improvements at or near the sites. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 9.1.5. Contractor is aware of the nature of work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
- 9.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 9.1.7. Contractor has given the Town written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Town is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 9.1.8. The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Town, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

9.2 Contractor further warrants and covenants the following:

- 9.2.1. **Anti-Discrimination.** Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

- 9.2.2. **Anti-Kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Town has any interest, financially or otherwise, in the Project.

For breach or violation of this warranty, the Town shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

- 9.2.3. **Licensing and Permits.** Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all federal, state, county or Town regulations and laws. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Work for the Project.

ARTICLE 10

DEFAULT, TERMINATION, AND REMEDIES

- 10.1 The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:

- (a) fails to timely begin the Work;
- (b) fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;
- (c) performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;
- (d) discontinues the prosecution of the Work pursuant to the accepted schedule;

- (e) fails to perform or comply with any material term set forth in the Contract Documents;
- (f) becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
- (g) causes any act, whatsoever, not to carry on the Work in an acceptable manner.

10.2 In the Event of Default, the Town may, upon seven (7) days written notice:

- (a) terminate the services of Contractor;
- (b) exclude Contractor from the Project site;
- (c) provide for alternate prosecution of the Work;
- (d) appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
- (e) finish the Work by whatever methods it may deem expedient.

In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by Town, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Town shall exceed monies due Contractor from Town, Contractor shall be liable and shall pay to Town the amount of said excess promptly upon demand therefore by Town. In the event it is adjudicated that Town was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by Town for convenience as described below.

10.3 This Contract may be terminated by the Town for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the Town, including, but not limited to, if the Town has determined that such cancellation will be in the best interest of the Town for its own convenience or funding is not available, appropriated, or budgeted.

In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the Town as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the Town its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

10.4 If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the Town in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the Town in seeking legal relief for the default.

10.5 The rights and remedies of the Town herein shall be cumulative and not mutually exclusive, and the Town may resort to any one or more or all of said remedies without exclusion of any other. No party other than the Town, whether the Contractor, a material man, laborer, subcontractor, or

supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

ARTICLE 11

ASSIGNMENT

- 11.1 Neither party shall assign the Contract, any portion of the Work, or any sub-contract, in whole or in part, without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

ARTICLE 12

CONTRACTOR REQUIREMENTS

- 12.1 **Contractor to Check Plans, Specifications, and Data.** Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the Town's Project Engineer, and shall notify the Town's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and Town's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the Town's Project Engineer, will be done at the Contractor's sole risk.
- 12.2 **Contractor's Responsibility for Damages and Accidents.**
- 12.2.1 Contractor shall be responsible for promptly notifying the Town of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.
- 12.2.2 Contractor shall accept full responsibility for, and insure, the Work against all loss, or damage, of any nature sustained until final acceptance by Town, and shall promptly repair any damage done from any cause.
- 12.2.3 Contractor shall be responsible for all materials, equipment, and supplies pertaining to the Project. In the event any such materials, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final acceptance by Town, Contractor shall replace same without cost to Town.
- 12.3 **Defective Work/Guarantee.**
- 12.3.1 The Town shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.

The Town shall have the authority to reject or disprove of Work, which the Town finds to be defective. If required by the Town, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor

shall bear all direct, indirect, and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

12.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Town's Project Engineer, the Town shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town may declare Contractor in default.

12.3.3 Contractor shall unconditionally guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such defective or nonconforming Work within the time specified by Town without cost to Town. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

12.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

12.4 **Legal Restrictions and Traffic Provisions.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall not interfere with, or close, any thoroughfare, without the written consent of the Town or governing jurisdiction.

12.5 **Examination and Retention of Contractor's Records.**

12.5.1 Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The Town or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records:	Debra E. Eastman, MMC, Town Clerk
Mailing address:	10720 Caribbean Boulevard Suite 105 Cutler Bay, FL 33189
Telephone number:	(305) 234-4262
Email:	deastman@cutlerbay-fl.gov

- 12.6 **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Town by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, and in accordance with the requirements of the Contract Documents, the Contractor shall be granted an extension of time and suspension of Liquidated Damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference, or hindrance be caused by the Town, for a continuous period or cumulative period of forty-five (45) days, the Contractor may terminate the Contract upon twenty (20) days written notice to the Town.
- 12.7 **Clean Conditions. Safe Site.** Contractor shall, at all times, at its expense, keep the Project sites in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Town at Contractor's expense.
- 12.8 **Taxes and Fees.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to the Work under this Agreement. The pricing and any agreed variations thereof shall include all taxes imposed by law at the time of this Agreement. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Town harmless from any liability on account of any and all such taxes, levies, duties and assessments.

Notwithstanding anything contained in the Contract Documents to the contrary, the Town may exercise its right to implement an owner direct purchase program whereby the Town will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the Town to identify materials and equipment for purchase by the Town. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as

appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the Town under any owner direct purchase program.

12.9 **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

12.10 **Independent Contractor.** The Contractor is an independent contractor pursuant to this Contract. This Contract does not create any partnership or joint venture between the Town and Contractor. Work performed or provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

12.11 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term “subcontractor” used herein, includes persons or firms furnishing materials or equipment incorporated into the Work or stockpiled for which the Town made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts before the Town will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within thirty (30) calendar days after the subcontractor’s work is satisfactorily complete, as determined by the Town.

Within thirty (30) calendar days of the Contractor’s receipt of progress payments or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all Work completed and materials furnished. The Town will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment within said 30-day period.

12.12 **DBE Contract Assurance.**

12.12.1 Town affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

12.12.2 Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Town deems appropriate.

12.12.3 Affirmative Steps. If the prime contractor uses sub-contractors, the prime contractor

must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor area surplus firms are used when possible. The affirmative steps must include those set forth at 2 C.F.R. § 200.321(b). The prime contractor shall submit a "Minority Business Enterprise (MBE) Utilization Report" to the Town with each invoice.

Or list the affirmative steps below

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

12.13 **Equal Opportunity In Compliance With Federal Regulations.** During the performance of this Contract, the Contractor agrees as follows:

12.13.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

12.13.2 The Contractor 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.

- 12.13.3 The Contractor 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.

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.

- 12.13.4 The Contractor will send to each labor union or representative of workers with which Contractor 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.

- 12.13.5 The Contractor will comply with all provisions of United States Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 11.13.6 The Contractor will furnish all information and reports required by United States 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.

- 12.13.7 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 Contractor may be declared ineligible for further Federally, State, or locally assisted construction contracts in accordance with procedures authorized in United States Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in United States Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 12.13.8 The Contractor will include the portion of the sentence immediately preceding paragraph 12.10 and the provisions of paragraphs (12.13.1) through (12.13.7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of United States Executive Order

11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, *provided*, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Town and Contractor further agree that the Parties 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 because the Town is a local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Town which does not participate in work on or under the Contract.

- 12.13.9 The Town has agreed that it will assist and cooperate actively with the administering federal 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. Thus, the Town has ensured Articles in this Contract bind the Contractor to comply with federal regulations and in the event of a breach there is cause for termination or penalties in the form of Liquidated damages.

The Town has agreed that it will refrain from entering into any contract or contract modification subject to United States Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Federal, State, or local government contracts and federally assisted construction contracts pursuant to the United States 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 United States Executive Order.

In addition, the Town has agreed 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. Thus, the Town has ensured Articles in this Contract bind the Contractor to comply with federal regulations and in the event of a breach there is cause for termination or penalties in the form of

Liquidated Damages.

- 12.14 **Employment of Mechanic or Laborers.** In the event Contractor must employ or hire mechanics or laborers as defined in 2 CFR Part 200, the Contract shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

12.14.1 Under 40 U.S.C. § 3702, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

12.14.2 The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the

- 12.15 **Compliance with Contract Work Hours and Safety Standards.**

12.15.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

12.15.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 12.15.1, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the Town for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph 12.15.1.

12.15.3 Withholding For Unpaid Wages And Liquidated Damages. The Federal Emergency Agency ("FEMA") shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor

for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this Section.

12.15.4 Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph 12.15.1 through 12.15.4 and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 12.15.1 through 12.15.4.

12.15.5 Davis-Bacon Compliance. If applicable, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), as amended.

12.16 **Clean Air Act and Federal Water Pollution Control Act Compliance.** The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). In the event the Town receives notice or becomes aware of any violations the Town shall report the violations to FEMA and the Regional Office of the Environmental Protection Agency.

12.16.1 Clean Air Act.

- (a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA, and the 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.

12.16.2 Federal Water Pollution Control Act.

- (a) The Contractor 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) The Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- (c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FEMA.

12.17 **Suspension and Debarment.**

- 12.17.1 This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor represents and warrants that none of the Contractor, 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).
- 12.17.2 The Contractor 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.
- 12.17.3 The certification attached hereto as Exhibit "F" is a material representation of fact relied upon by the Town. If it is later determined that the Contractor 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, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 12.17.4 The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Contract is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 12.17.5 The contractor is required to complete the System for Award Management (SAM) process **prior to** submitting a bid, proposal or quotation. **There is no fee to register on SAM.** To begin the SAM registration process, a company must go to <https://www.sam.gov>, create a user account, and click "Register/Updated Entity". If you have the information below readily available, you can expect to spend approximately 1-3 hours entering the required data. Once submitted, a SAM registration is typically approved or "activated" in 3 weeks or less. The contractor must remain in good standing throughout the term of contract.

- 12.18 **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.** Contractors for \$100,000 or more shall file the required certification, attached hereto as Exhibit "F". 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.

12.19 **Compliance with Section 6002 of the Solid Waste Disposal Act.**

11.19.1 In the performance of this Contract, the Contractor shall make maximum use of products containing recovered or recycled 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.

12.19.2 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-program>.

12.20 **Access to Records.** The following access to records requirements apply to this contract:

12.20.1 The Contractor agrees to provide Town, 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.

12.20.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

12.20.3 The Contractor 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.

12.21 **No Use of Department of Homeland Security ("DHS") Symbols.** The Contractor shall not use the DHS or FEMA seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without written pre- approval from the Town.

12.22 **Compliance with Federal Law, Regulations, and United States Executive Orders.** This is an acknowledgement the Contractor will comply will all applicable federal law, regulations, United States Executive Orders, FEMA policies, procedures, and directives.

12.23 **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

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

12.25 **Scrutinized Companies.**

- 12.25.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 12.25.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 12.25.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 12.25.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

12.26 **Compliance with the Copeland “Anti-Kickback” Act.**

- 12.26.1 The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Contract.
- 12.26.2 The Contractor or subcontractor 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 subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 12.26.3 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 CFR §5.12.

ARTICLE 13
MISCELLANEOUS

- 13.1 **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper and exclusively in Miami-Dade County, Florida.
- 13.2 **Public Records Law.**
- 13.2.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 13.2.2 Upon request from the Town's custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 13.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 13.2.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 13.2.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 13.2.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Records: Debra E. Eastman, MMC, Town Clerk

Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189

Telephone number: (305) 234-4262

Email: deastman@cutlerbay-fl.gov

- 13.3 **Notices.** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Cutler Bay
Town Manager
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

With a copy to: Town Attorney, Town of Cutler Bay
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd. Suite 700
Coral Gables, Florida 33134

For the Contractor: _____

- 13.4 **Prevailing Party; Attorneys' Fees.** In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover any and all reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.
- 13.5 **Entire Agreement. All Prior Agreements Superseded.** This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not 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.

- 13.6 **Amendment.** The Contract may only be amended in writing executed by both Parties.
- 13.7 **Town Authorization Resolution.** The Town Resolution authorizing the award of this Contract and the Town solicitation which Contractor submitted bid pursuant to (collectively, "**Town Authorization**") are incorporated by reference. To the extent of any conflict between the Town Resolution and the Contract Documents when interpreting the intent of this Contract, whichever provision is strictest will control. To the extent of any conflict between the Town Authorization, the Town Resolution will control.
- 13.8 **Counterparts.** This Contract may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by electronic mail. Each executed counterpart of this Contract will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
- 13.9 **Severability.** If any term or provision of this Contract or the Contract Documents shall be held or deemed invalid or unenforceable by the courts or otherwise, illegal or in conflict with any law of the State, the validity of the remaining terms or provisions of this Contract or the Contract Documents shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 13.10 **Meanings and Definitions.** Capitalized words shall have the meaning as assigned herein or as defined
- 13.11 **WAIVER OF JURY TRIAL.** TOWN AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THIS CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: TOWN OF CUTLER BAY, FLORIDA, signing by and through its Town Manager, and _____ (Contractor) signing by and through _____, duly authorized to execute same.

ATTEST:

TOWN OF CUTLER BAY, FLORIDA,
A Florida municipal corporation

By: _____
Debra E. Eastman, MMC
Town Clerk

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

Date Executed: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE TOWN OF CUTLER BAY:

Resolution No.: _____

By: _____
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE
CORPORATION FORMAT, AS APPLICABLE.

ATTEST:

CONTRACTOR:

By: _____
(Secretary)

By: _____
(Signature)

(Corporate Seal)

(Name/Title signed above)

This _____ day of _____, 2019

[END OF DOCUMENT]

SECTION VII
PROPOSAL REQUIREMENTS CHECKLIST
RFP #19-09

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Proposal Package: One (1) original and Three (3) copies and one (1) readable/ reproducible flash drive	Yes _____	No _____
Proposal Form	Yes _____	No _____
List of Proposed Sub-Contractors	Yes _____	No _____
Contract/Agreement	Yes _____	No _____
Proposal Confirmation	Yes _____	No _____
Equipment List	Yes _____	No _____
Scope of Services/Plan	Yes _____	No _____
Proposer's Qualifications	Yes _____	No _____
Proposer's References	Yes _____	No _____
Indemnification Clause	Yes _____	No _____
Certification Regarding Debarment, Suspension, and Other.	Yes _____	No _____
Certification Regarding Lobbying	Yes _____	No _____
Non-Collusive Affidavit	Yes _____	No _____
Drug-Free Workplace Form	Yes _____	No _____
Sworn Statement on Public Entity Crimes	Yes _____	No _____
Exception to the Request for Proposals	Yes _____	No _____
Proposal Bond	Yes _____	No _____
Performance Bond	Yes _____	No _____
Acknowledgment of Conformance with O.S.H.A Standards	Yes _____	No _____
Addendum Acknowledgement Form	Yes _____	No _____
Anti-Kickback Affidavit	Yes _____	No _____
Proof of Insurance	Yes _____	No _____

SECTION VIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSAL CONFIRMATION

In accordance with the requirements to provide EMERGENCY DEBRIS ROAD CLEARING SERVICES, RFP #19-09, the undersigned submits the attached proposal.

The initial Contract period shall be for three (3) years with an option to renew annually not to exceed a maximum of three (3) years subject to appropriation of funds for the budget year applicable. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) additional years (the "Option"). This Option may be exercised at the sole discretion of the Town Manager. Such extension shall be effective upon written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.

Proposer has examined the site and locality where the work is to be performed and is fully aware of the scope of work based on these requirements, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over Owner.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for EMERGENCY DEBRIS ROAD CLEARING SERVICES, RFP #19-09 to the Town of Cutler Bay with the full understanding of the Request for Proposal, General and Special Conditions and Detail Requirements and the entire Proposal Package.

_____ Proposer's Name	_____ Signature	_____ Date
--------------------------	--------------------	---------------

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
 by _____, who is (who are) personally known to me or who has
 produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**SECTION IX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
EQUIPMENT LIST
(TYPE, CONDITION, YEAR, ETC.)**

**SECTION X
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS**

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

NOTE: This statement of Proposers Qualifications **must** be completely filled out, properly executed and returned as part of your proposal.

1. List the true, exact and proper names of the company, partnership, corporation, trade or fictitious name under which you do business and principals by name and titles:

Name of Company: _____

Address: _____

Principals: _____ Titles: _____

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

Yes _____ No _____

- b. List Principals Licensed:

Name(s): _____ Title: _____

Remarks: _____

3. How long has your company been in business and so licensed? _____

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

- a. Date of organization: _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

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

- c. State whether general or limited partnership: _____

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

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

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

- a. Under what other former names has your organization operated?

7. a. Has your company ever failed to complete a bonded obligation or to complete a Contract?

Yes _____ No _____

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

If so, give particulars including circumstances, where and when, name of bonding company, name and address of owner and disposition of matter:

8. a. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

- b. State the name of the individual(s) and titles that will have personal supervision of the work:

9. List name and title of persons in your company who are authorized to enter into a Contract with the Town of Cutler Bay, Florida for the proposed work should your company be the Successful Proposer.

Name:

Title:

Phone#:

Email:

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

The undersigned guarantees the authenticity of the foregoing statements and does hereby authorize and request any person, firm or corporation to furnish any information requested by the Town of Cutler Bay, Florida to verification of the recitals comprising this statement of the Proposers qualifications. **DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSERS QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

Date: _____

Signature

Print Name

Company

Title

If Corporation (Seal) If Individual or Partnership, two Witnesses are required:

Witness

Witness

Respectfully submitted

(CORPORATE SEAL)

Company - Contractor

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSER'S QUALIFICATIONS (CONTINUED)**

ATTEST:

(Seal) Secretary

By

President

Witness

Contractor Signature

END OF SECTION

SECTION XII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
REFERENCES

The following is a list of at least four (4) references that Proposer has provided similar service in the past ten (10) years. **Government agency references are preferred.**

1. Name of Firm, Town, County or Agency: _____
 Address: _____
 Contact: _____ Title: _____ Telephone : (____) _____
 Location: _____ Scope of Work: _____

2. Name of Firm, Town, County or Agency: _____
 Address: _____
 Contact: _____ Title: _____ Telephone : (____) _____
 Location: _____ Scope of Work: _____

3. Name of Firm, Town, County or Agency: _____
 Address: _____
 Contact: _____ Title: _____ Telephone : (____) _____
 Location: _____ Scope of Work: _____

4. Name of Firm, Town, County or Agency: _____
 Address: _____
 Contact: _____ Title: _____ Telephone : (____) _____
 Location: _____ Scope of Work: _____

NOTE: Additional references may be attached and provided.

SECTION XIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
INDEMNIFICATION CLAUSE

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contractor. The Proposer shall indemnify and hold harmless the Town Council, the Town of Cutler Bay, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner, or any of their agents or employees by any employee of the Proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the Town pursuant to Chapter 768, Florida Statutes.

 Proposer's Name

 Signature

 Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

 Notary Public Signature

 Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

CFR 24.510 & 24 CFR, Part 24, Appendix "A"

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Project Name:

Name:

Project Number:

Firm/Agency:

Street Address:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Appendix "A" – 49 CFR Part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying", in accordance with the instructions {as amended by "Government Wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)}
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. {{Note: Pursuant to 31 U.S.C. § 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure}}.

The Contractor, _____, certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

SECTION XIV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
NON-COLLUSIVE AFFIDAVIT

State of Florida }
 } SS:
 County of Miami-Dade }

_____ being first duly sworn deposes and says that:

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

Signed, sealed and delivered
 in the presence of:

 Witness

By: _____

 Witness

 Printed Name

 Title

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of Florida)

) SS:

County of Miami-Dade)

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2019.

My Commission Expires:

Notary Public State of Florida at Large

END OF SECTION

SECTION XV
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

 Proposer's Signature

 Date

 Print Name

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)**

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

1. This sworn statement is submitted to the Town of Cutler Bay

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

END OF SECTION

**SECTION XVI
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES**

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

Proposer's Name

Proposer's Signature

Sworn to and subscribed before me this _____ day of _____, 2019.

Personally known _____

OR produced identification _____ Notary Public State of Florida at Large

(Type of identification)

My commission expires _____

(Printed, typed or stamped commissioned
Name notary public)

END OF SECTION

SECTION XVII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
EXCEPTION TO THE REQUEST FOR PROPOSALS

**SECTION XVIII
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Contractor, and _____

Hereinafter called Surety, are held and firmly bound unto Town of Cutler Bay, a political subdivision of the State of Florida, and represented by its Town Manager, in the sum of **Fifteen-Thousand Dollars (\$15,000.00)** lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a Proposal to the Town of Cutler Bay for the furnishing of all labor, materials (except those to be specifically furnished by the Town), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

EMERGENCY DEBRIS ROAD CLEARING SERVICES

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP # 19-09**

WHEREAS, it was a condition precedent to the submission of said Proposal that a cashier's check, certified check, or Proposal bond in the amount of fifteen thousand dollars (\$15,000.00) of the proposal amount be submitted with said Proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the Town for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Town of Cutler Bay and furnishes the Performance Bond, in an amount equal to **Fifteen Thousand and NO/100 (\$15,000.00)**, satisfactory to the Town, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Town of Cutler Bay and the Surety herein agrees to pay said sum immediately upon demand of the Town in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____

as Principal herein, has caused these presents to be signed in its name by its _____

_____ and attested by its _____

_____ under its corporate seal, and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by its _____

and attested in its name by its _____ under its
corporate seal, this _____ day of _____ A.D., 2019

Signed, sealed and delivered
in the presence of:

As to Principal

PRINCIPAL: _____

BY: _____

NAME: _____

Surety

BY: _____
Attorney-in-Fact
(Power-of-Attorney to be attached)

As to Surety

BY: _____
Resident Agent

END OF SECTION

SECTION XIX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP # 19-09
PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESIDENTS:

That we, as Principal, hereinafter Called Contractor, and _____, as Surety, are bond to the Town of Cutler Bay, Florida, as Obligee, hereinafter called Owner, in the amount of **Five Hundred Thousand and NO/100 (\$500,000.00)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, EMERGENCY DEBRIS ROAD CLEARING SERVICES, RFP# 19-09, awarded via Town of Cutler Bay Resolution # ____ the ____ day of _____, 2019 with Owner for _____ in accordance with specifications prepared by the Town of Cutler Bay and made part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Owner for Emergency Debris Removal Services for Town Facilities, Medians, and Swales ongoing after the date of Contract commencement as specified in the Notice to Award and in the manner prescribed in the Contract; and
2. Indemnifies and pays Owner all losses, damages (specifically including, but not limited to, damages for non-performance and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that Owner sustains because of default by Contractor under the Contract; and
3. Upon notification by the Owner, corrects any and all defective or faulty work or materials.
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

**TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PERFORMANCE AND PAYMENT BOND (CONTINUED)**

- 4.1. Complete the Contract in accordance with its terms and conditions; or
- 4.2. Obtain a proposal or proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposer, or, if the Owner elects, upon determination by the Owner and Surety jointly of the best, lowest, qualified, responsible and responsive Proposer, arrange for a Contract between such Proposer and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 2019.

WITNESSES:

Name of Corporation

Secretary

By: _____
Signature and Title

[CORPORATE SEAL]

Type Name and Title signed above

Town of Cutler Bay
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
PERFORMANCE AND PAYMENT BOND (CONTINUED)

IN THE PRESENCE OF:

INSURANCE COMPANY

Witness

By: _____
Agent and Attorney-in-Fact

Address: _____
Street

Town/State/Zip Code

Telephone No.: _____

SECTION 630
ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF CUTLER BAY:

We, _____, hereby acknowledge and agree that as Contractors for the construction of the EMERGENCY DEBRIS ROAD CLEARING SERVICES, TOWN OF CUTLER BAY, FLORIDA, Town Project Request for Proposal No. 19-09, within the limits of the Town of Cutler Bay, Florida, that we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the Town of Cutler Bay, and its Consulting Engineers against any and all legal liability or loss the Town, or the Engineer may incur due to _____ failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

BY: _____
NAME

DATE

END OF SECTION

SECTION XX
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #	Date Received
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Proposer:

Company Name

Signature

Printed Name & Title

END OF SECTION

**SECTION XXI
TOWN OF CUTLER BAY
EMERGENCY DEBRIS ROAD CLEARING SERVICES
RFP #19-09
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the Town of Cutler Bay, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2019

Notary Public, State of Florida

Printed Name

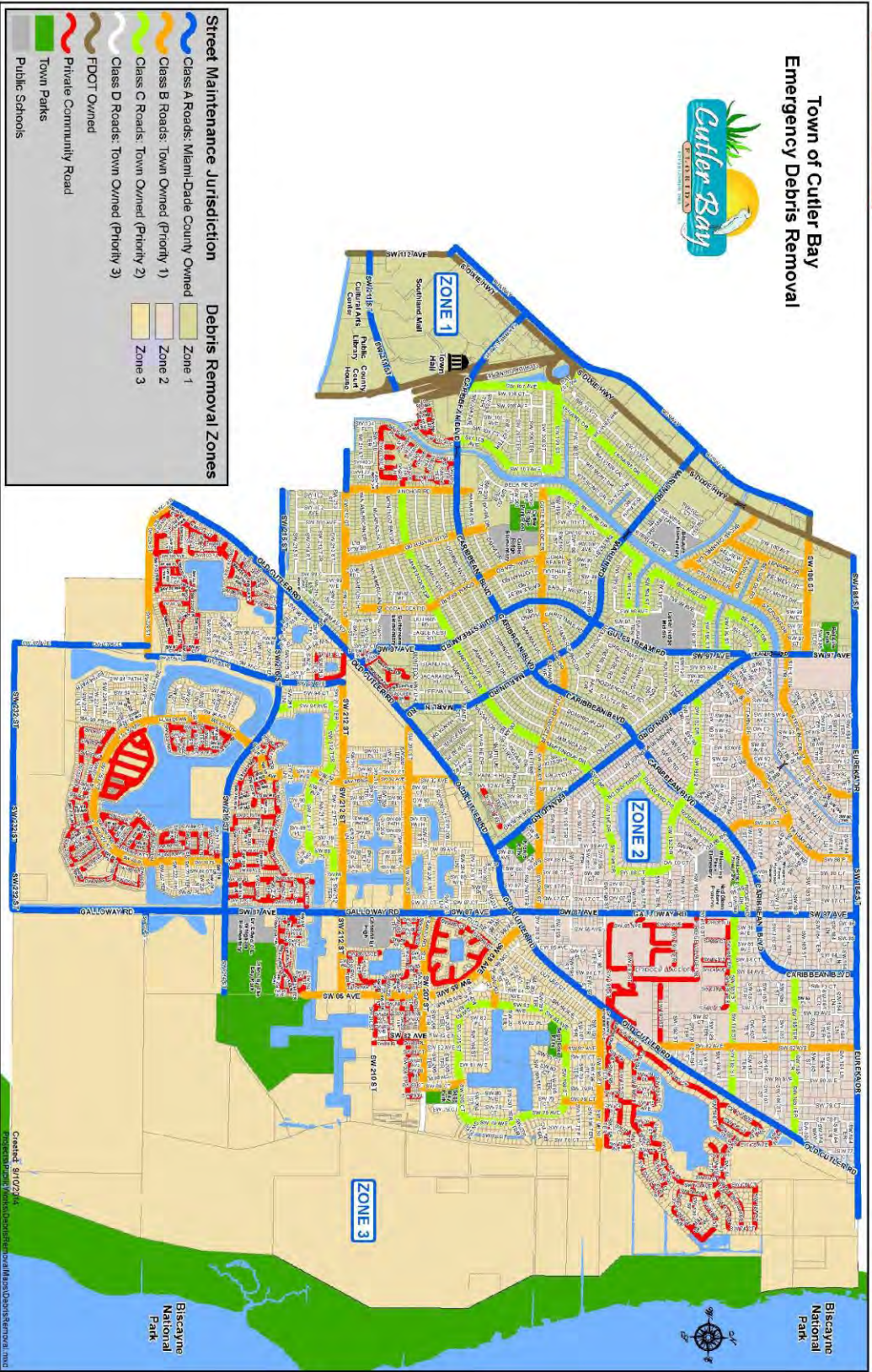
My commission expires: _____

END OF DOCUMENT

APPENDIX “A”

Attachment: 1 of 4

**Town of Cutler Bay
Emergency Debris Removal**



Attachment: 2 of 4

Town of Cutler Bay
Emergency Debris Removal

Zone 1



- Class A Roads: Miami-Dade County Owned
- Class B Roads: Town Owned (Priority 1)
- Class C Roads: Town Owned (Priority 2)
- Class D Roads: Town Owned (Priority 3)
- FDOT Owned
- Private Community Road
- Town Parks
- Public Schools





Created: 8/10/2014
Project: Public Works to Debris Removal Map to Debris Removal Zone 2.mxd

Attachment: 4 of 4

**Town of Cutler Bay
Emergency Debris Removal**

Zone 3



- Class A Roads: Miami-Dade County Owned
- Class B Roads: Town Owned (Priority 1)
- Class C Roads: Town Owned (Priority 2)
- Class D Roads: Town Owned (Priority 3)
- Private Community Road
- Town Parks
- Public Schools

