

Bid No.: RFB 2017-03

PROJECT NO.: RFB 2017-03

DUE DATE: July 27, 2017

AND TIME: 2:00 P.M.

**NO PRE-BID FOR THIS PROJECT**

# REQUEST FOR BID

**TITLE:**  
**DISASTER RECOVERY SERVICES FOR THE  
VILLAGE OF ESTERO**

Advertised Date: June 22, 2017

REQUESTER: VILLAGE OF ESTERO, FLORIDA

**ADDRESS**

9401 CORKSCREW PALMS CIRCLE #101  
ESTERO, FL 33928

VILLAGE CONTACT:

BOB FRANCESCHINI, C.P.M., CPPB

PHONE NO.: 239-319-2821

EMAIL: [franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)

## **GENERAL CONDITIONS**

Sealed Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Request for Bid”, and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

### **1. SUBMISSION OF BID:**

- a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words “Sealed Bid”.
  2. Name of the firm submitting the Bid.
  3. Title of the Bid.
  4. Bid Number.
  5. Bid Due Date.
  6. Contact e-mail and telephone number.
  
- b. The bid must be submitted as follows:
  1. The original consisting of the Village’s Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
  2. A copy of the original Bid Forms for the Village Manager. (Mark as “Copy”.)
  3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
  4. Warranties and guarantees against defective materials and workmanship (if applicable).
  5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.
  
- c. **RESPONSES RECEIVED LATE:** The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject a late Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: “This Bid was received after the specified deadline time”. **All references to date and time herein reference Estero, FL local time.**
  
- d. **VILLAGE RESERVES THE RIGHT:** The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; and/or to accept the response that in its judgment will be in the best interest of the Village.

- e. **EXECUTION OF SOLICITATION:** All responses shall contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. **CALCULATION ERRORS:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. **ACCEPTANCE & SHIPPING**

The materials and/or services delivered under the solicitation **shall** remain the property of the vendor until a physical inspection and actual usage of these materials and/or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Vendor.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the vendor unless otherwise agreed upon in writing prior to service. It shall be the vendor's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

3. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

- a. Specialty License(s) – Vendor shall possess at the time of the opening of the Bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the Village will provide copies of licenses and/or permits within 10 calendar days after request.
- b. Florida State Statute 287.055; Consultant Competitive Negotiation Act (CCNA), (CN).
- c. Pursuant to Florida State Statute 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the Village. Pursuant to this, solicitations are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution until such

time as the agency provides a notice of a decision or intended decision (pursuant to s. 119.071(2) or within 30 days after bid or proposal opening, whichever is earlier).

- d. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
- e. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- f. Florida Statute 215 regarding scrutinized companies and business operations.
- g. Florida Statute 218 Public Bid Disclosure Act.
- h. Florida Statute 255 Public Property and Publicly Owned Buildings

4. **VILLAGE OF ESTERO PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

Village of Estero  
9401 Corkscrew Palms Circle #101  
Estero, FL 33928

All invoices will be paid as directed by the Village payment procedure unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Village will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or bidders should include in their response all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

5. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the Village; may not submit a bid on a contract with the Village for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the Village; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the Village, and may not transact business with the Village in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Please complete, execute, and notarize the attached Public Entity Crime Form and include it with your response/package.

6. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the Detailed Specifications, then the following order of precedence will apply:

- Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services”.
- Detailed Specifications.
- General Conditions.

7. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than **30 calendar days** to present or file any claims against the Village concerning this contract. After that period, the Village will consider the bidder to have waived any right to claims against the Village concerning this agreement.

8. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

9. **VILLAGE RESERVES THE RIGHT**

a) **Any Single Large Project**

The Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

b) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the Village hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Village to be pertinent to ascertain compliance. The vendor shall maintain and make

available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the Village its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the Village shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further Village contracts by rule, regulation or order of the Village Council of Estero, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

The vendor agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the Village hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (viewable at the Department of Management Services website at <http://www.dms.myflorida.com> ) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

10. **TIEBREAKER**

Whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.

- Step 1 – The vendor with a Drug Free Workplace program shall be given preference over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.
- Step 2 – At the conclusion of Step 1, if all is equal, the contract award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

When the tiebreaker has been determined, the contract award, or the first opportunity to negotiate, as applicable, shall be made.

If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder.

11. **AUDITABLE RECORDS**

Vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this solicitation which shall be available and accessible at Vendor's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Vendor shall notify the Village and deliver to the Village any records the Village requests. Vendor shall require all sub-consultants and sub-contractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Vendor and the sub-consultant or sub-contractor.

If the records are unavailable locally, it shall be the Vendor's responsibility to insure that all required records are provided at the Vendor's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the Village's expense.

Vendor shall fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Vendor to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Vendor. Records may be provided in the form or format in which they are kept including electronic files. Vendor's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Ownership – It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, including all documents bearing the professional seal of the successful bidder, shall be delivered to and become the property of the Village, prior to final payment to the successful bidder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

12. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the solicitation response. This information may be accepted after opening, but no later than 10 calendar days after request.

13. **TERMINATION**

Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The Village reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

The Village reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

- Contractor is found to have submitted a false certification as provided under Florida Statute 287.135 (5).
- Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- Contractor has engaged in business operations in Cuba or Syria.
- Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

14. **CONFIDENTIALITY**

All submissions are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Florida Statute.

If information is submitted with a response that is deemed “Confidential” the bidder must stamp those pages of the response that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Florida Sunshine Laws.

The Village **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the Village. According to Florida Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of all applicable Statutes until the contract for the project has been executed or until the project is no longer under active consideration.

15. **ANTI-LOBBYING CLAUSE**

Following Florida Statute Section 287.057 (23), all bidders are hereby placed on formal notice that neither the Village Council nor candidates for Village Council, nor any employees from the Village of Estero Government, Village of Estero staff members, nor any members of the Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Bidders and their agents who intend to submit a bid, or have submitted a bid, for this project are hereby placed on *formal notice* that they are **not** to contact Village personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process



outside of those specifically scheduled by the Village. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been canceled. **If it is determined that improper communications were conducted, the bidder may be declared non-responsible.**

16. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided by the awarded bidder. Upon request, a certificate of insurance complying with the attached guide shall be provided by the bidder.

17. **GENERAL INFORMATION**

Only submissions received from responsive and responsible bidders will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.

Submissions may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance.

Additional sources may be utilized to determine credit worthiness and ability to perform.

Any bidder that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. There may be fees associated with these procedures. These costs are the responsibility of the responding bidder.

All bidders will be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in disqualification.

18. **ADDENDUMS**

Each bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the response is due.**

Responses will be in the form of an Addendum posted on [www.estero-fl.gov](http://www.estero-fl.gov) . It is solely the bidder’s responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the contract documents.

The Village shall not be responsible for oral interpretations given by any Village employee, Representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in,

shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

19. **CONFLICT OF INTEREST**

**Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their response the name of any officer, director or agent who is also an employee of the Village of Estero. Further, all bidders must disclose the name of any Village employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

20. **PROPOSER/SUB-PROPOSER/CONSULTANT/CONTRACTOR RELATIONSHIP**

The prime proposer on a solicitation may not also be listed as a sub-proposer/consultant/contractor to another bidder submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named bidders will be considered non-compliant and rejected for award. Sub-proposers/consultant/contractor may be listed on multiple proposals for the same solicitation.

The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the Village.

21. **AWARD PROCEDURE**

Award shall be made in accordance with the Basis of Award section found within the Detailed Specifications of this document. Award will be made in accordance with Village policy.

The recommendation to award, bid price(s) and agreement/contract(s) will be submitted, as appropriate, to the Village Council and/or Village Manager for approval.

If a satisfactory agreement/contract(s) cannot be negotiated in a reasonable amount of time, the Village, at its sole discretion, may terminate negotiations with the selected bidder(s) and begin agreement/contract negotiations with the next bidder.

The Village Manager reserves the right to exercise their discretion to:

- Make award(s) to one or multiple bidders.
- Waive minor informalities in any response.
- Reject any and all responses with or without cause.
- Accept the response that in their sole judgment will be in the best interest of the Village of Estero.

22. **WITHDRAWAL OF BID**

No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the opening date and time. Withdrawal requests must be made in writing to the Village Manager or designee (via e-mail to the contact person on the cover sheet of this solicitation) who will approve or disapprove the request.

A bidder may withdraw a submission any time prior to the opening of the solicitation.

After submissions are opened, but prior to award of the contract, the Village Manager may allow the withdrawal of a bid because of a mistake by the bidder in the preparation of the bid document. Withdrawal will only be allowed if the Village Manager finds evidence that the following four circumstances were met:

- The bidder acted in good faith in submitting their bid.
- The mistake in response preparation is of such magnitude that to enforce compliance would cause a severe hardship on the bidder.
- The mistake was not the result of gross negligence or willful inattention by the bidder.
- The mistake was found and communicated to the Village prior to the Village having formally awarded the contract/agreement.

23. **PROTEST RIGHTS**

Any person whose bid or proposal is rejected, in whole or in part, or who submits a formal bid or proposal but is not awarded the contract may protest such decision, but only strict compliance with this section. **Failure to follow the protest procedures requirement within and the time frames as prescribed herein shall constitute a waiver of your protest and any resulting claims.**

“Decisions” are posted on the Village of Estero website. Bidders are solely responsible to check for information regarding the solicitation. [www.estero-fl.gov/](http://www.estero-fl.gov/)

In order to preserve your right to protest, an aggrieved bidder must file a written **“Notice of Intent to File a Protest” with the Village Manager by 4:00 PM on the third (3) working day after the decision** affecting their bid or potential bid is posted on the Village website.

- The notice must clearly state the basis and reasons for the protest.
- The notice must be physically received by the Village Manager within the required time frame. No additional time is granted for mailing.

To secure your right to protest an aggrieved bidder (“protestor”) will also be required to post a **“Protest Bond”** and **file a written “Formal Protest”** document **within 10 calendar days** after the “Notice of Intent to File a Protest”. A Protest Bond shall be in the form of a certified check, cashier’s check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protestor’s bid, or in the amount not less than five percent (5%) of the lowest responsive bid received by the Village in the case of submission of a “no bid” protestor. In cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the Village for the accepted proposal.

Upon receipt of a Formal Protest the Village Manager will forward such protest to the Village Attorney, who shall review the protest and prepare findings of fact and conclusions as to the validity of the protest within 10 calendar days of its receipt and provide that decision to the protestor. The protestor shall have three (3) working days to appeal to the Village Council. The appeal shall be scheduled for a public hearing on the next available Village Council meeting. The Council shall consider the all competent substantial evidence presented at the hearing and render a decision. If the protestor’s appeal is denied the Protest Bond shall be immediately forfeited in its entirety to the Village.

24. **MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE**

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

25. **PRE-BID CONFERENCE**

A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

**Non-Mandatory.** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

**Mandatory.** Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

**NOTE:** Not all projects will have pre-bid conferences. Please check the first page of the bid document for details.

26. **QUALITY GUARANTEE/WARRANTY (as applicable)**

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

27. **SUBSTITUTION(S)/APPROVED ALTERNATE(S)**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the Village, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the Village in evaluating the substitution. Such information shall be submitted via e-mail to the Village contact listed on the cover sheet of this solicitation. Any such substitution shall be subject to Village approval through the issuance of a written addendum. Substitutions shall be approved only if determined by the Village to be an **Approved Alternate** to the prescribed specifications.

A bid containing a substitution is subject to disqualification if the substitution is not approved by the Village. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

28. **NEGOTIATED ITEMS**

Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the Village and the successful bidder.

After award of this bid the Village reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price, terms, etc., if in its sole judgement, the Village considers such adjustments to be in its best interest.

29. **SUB-CONTRACTORS**

The Village reserves the right to approve or disapprove the use of sub-contractors under this solicitation.

30. **PROJECT GUIDELINES (as applicable)**

The Village has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services pursuant to this Agreement/Contract:

- No amount of work is guaranteed upon the execution of an Agreement/Contract.
- Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period, including the renewal.
- This contract does not entitle any bidder to exclusive rights to Village contracts. The Village reserves the right to perform any and all available required work in-house or by any other means it so desires.

- Vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- Village reserves the right to add or delete, at any time, any or all tasks or services associated with this Agreement/Contract.

31. **DEBRIS DISPOSAL**

Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

**SUPPLEMENTARY CONDITIONS CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

**1. TERMINATION FOR CAUSE AND/OR CONVENIENCE:**

The Village, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the Village determines in its sole discretion that it is in the Village's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.

If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Village and shall be turned over promptly by the Contractor.

**2. EQUAL EMPLOYMENT OPPORTUNITY:**

During the performance of this contract, the contractor agrees as follows:

(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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

(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.

(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 or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **3. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708):**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

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

#### **4. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **5. ENERGY POLICY AND CONSERVATION ACT**

Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### **6. SUSPENSION AND DEBARMENT**

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 is required to verify 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).

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.

This certification is a material representation of fact relied upon by (insert name of subgrantee). 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 Village of Estero, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

#### **7. BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



## **8. RECORDS**

Contractor shall provide, when requested, access by the Village, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

## **9. RECOVERED MATERIALS**

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

## **10. REMEDIES**

In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Village may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

Withhold or suspend payment of all or any part of a request for payment.

Require that the Contractor refund to the Village any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

Exercise any corrective or remedial actions, to include but not be limited to:

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or
- requiring the Contractor to reimburse the Village for the amount of costs incurred for any items determined to be ineligible.

Pursuing any of the above remedies will not keep the Village from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Village waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any

other right or remedy of the Village, or affect the later exercise of the same right or remedy by the Village for any other default by the Contractor.

**VILLAGE OF ESTERO, FLORIDA  
PROPOSAL QUOTE FORM  
FOR  
DISASTER RECOVERY SERVICES FOR  
THE VILLAGE OF ESTERO**

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

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

TO: The Village of Estero  
Estero, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meets these specifications:

**NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.**

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

**PLEASE PROVIDE PRICING ON ATTACHMENTS A & B**

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES \_\_\_\_\_ NO \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:

Bidder shall submit his/her bid on the Village's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on the Village's Form may result in the Bidder/Bid being declared non-responsive by the Village.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

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

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

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

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

CELLULAR PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**VILLAGE OF ESTERO, FLORIDA  
DETAILED SPECIFICATIONS  
FOR  
DISASTER RECOVERY SERVICES FOR  
THE VILLAGE OF ESTERO**

**SCOPE**

The Village of Estero is requesting bids from qualified bidders, hereafter also referred to as Contractor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services for the Village of Estero, Florida. These services will be on an as-needed basis Village-wide with no work guaranteed.

Services shall include, but are not limited to: large scale debris removal, separation, staging and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scope as described herein.

All work under this bid shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200.317-326 and OMB Circular A-87 Revised, as applicable.

**DEFINITIONS**

**Contractor / Firm** – The successful bidder(s)

**Debris Monitoring Consultant** - A Consultant retained by the Village to manage administrative aspects of the recovery process including processing FEMA submittals.

**Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.

**FEMA** – Federal Emergency Management Agency

**FDEM** – Florida Division of Emergency Management

**DMS** – Debris Management Site

**DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.

**CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS**

The contractor may be called upon throughout the contract to render services to assist the Village with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of the Village's emergency management and recovery personnel at no additional charge to the Village.

The contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the contractor shall provide trained administrative support, onsite management staff to work with Village officials, field supervisors, operators, drivers, laborers and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.

The selected contractor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The contractors shall be familiar with the Village's approved debris management plan.

No guarantee is expressed or implied as to the quantity of services to be procured under this request for bids; no work is guaranteed.

**DEAD ANIMALS:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

#### INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

When a major disaster occurs or is imminent, the Village will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the Village's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.

This notification by the Village will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor will also begin coordination with Village Public Works personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.

The Contractor shall have a maximum of 24 hours from notification to proceed by the Village to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.

The Contractor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. Village shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by Village.

For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

#### RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR

The Village's Debris Monitoring Consultant and/or Village Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.

Prior to the beginning of each hurricane season, the successful contractor(s) will meet with the Village and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

BASIS OF AWARD

The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder. (Per “Grand Total” pricing provided on Attachment A.)

In the event the lowest responsible and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

The Village reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The Village reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.

The Village reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Village Manager.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year with one (1) one (1) year renewal option for a total of two (2) years upon mutual agreement of both parties. The Village reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal.

The Village’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

DESIGNATED CONTACT

The awarded bidder shall appoint a person or persons to act as a primary contact for the Village. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Immigration Laws: Village of Estero will not intentionally award Village contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act (“INA).

Village shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by the Village.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award.

If your firm will require the Village of Estero to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with your bid package response. The Village reserves the right to reject any documents that may be submitted.

MAJOR BREAKDOWNS/NATURAL DISASTERS

The Village of Estero requires that the awarded vendor provide the name of a contact person and phone number which will afford the Village access twenty-four hours per day, 365 days per year, to this service in the event of major breakdowns or natural disasters.

The Village reserves the right to purchase the service listed in this bid elsewhere in an emergency situation.

ASSIGNMENT OF THIS CONTRACT

The awarded bidder shall not assign or transfer any portion of this agreement.

**Sub-contracting is allowed with pre-approval of the Village Representative. However, no sub-contractors are to be used for work under this bid without the pre-approval of the Village representative.**

REGULATIONS

The vendor will comply with the requirements to Chapter 62-709 Yard Trash Processing Facilities of the Florida Administrative Code(F.A.C.), all Florida Department of Environmental Protection Regulations and all other Federal, State and local laws and regulations.

REQUIRED SUBMITTALS

NOTE: The following required submittals constitute the minimum qualifications which the bidder must meet in order to be considered for award. The Village of Estero reserves the right to be the final judge of whether or not a bidder meets these minimum qualifications and to award to the bidder who, in its sole judgement, is in the best interest of the Village.

Bidders should provide in their bid package:

Submittal 1: Experience.

Bidder shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Bidder's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the bidder has had a minimum of five (5) years of successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events experienced in Florida.

Bidder shall provide written documentation describing similar Disaster Recovery projects that it

has successfully completed within the last ten (10) years of this bid. **A minimum of five (5) projects** shall be provided and the bidder must provide sufficient enough detail to allow the Village to easily determine whether the work is similar and comparable to disaster events typical to Florida and the scope of work being requested within this bid document.

a. Project example information should include:

- i. Project Name
- ii. Description of Project
- iii. Dates of Services
- iv. Contract Award Amount
- v. Estimated volume of debris removed (In CY)
- vi. Client Name
- vii. Client Point of Contact
- viii. Client Phone Number
- ix. Client Email Address

Separate, and in addition to, the experience described above, the Bidder shall provide written documentation indicative of experience in Disaster Recovery projects **for a city, village or county government**, with populations exceeding 100,000, completed within the last fifteen (15) years of this bid, and typical in scope & type of events which occurs in Florida. **A minimum of two (2) projects** shall be provided and details included shall **indicate daily operational capacity in cubic yards removed per day and total amount of debris processed in cubic yards.**

a. Project example information should include:

- i. Project Name
- ii. Description of Project
- iii. Dates of Services
- iv. Contract Award Amount
- v. Daily Operational Capacity (*Amount of CY removed per day*) (In CY)
- vi. Estimated total volume of debris removed (In CY)
- vii. Agency Name
- viii. Agency Point of Contact
- ix. Agency Phone Number
- x. Agency Email Address

Bidder shall provide a complete list of all **current** contractual clients within the state of Florida.

a. This list shall include:

- i. Client Name
- ii. Client Contact Information
  - Point of Contact Name, Phone, Email
- iii. Brief Description of Contract
- iv. Effective/Start Date of Contract
- v. Expiration Date of Contract
- vi. Amount or Estimated Amount of contract award

#### Submittal 2: Insurance.

A certificate of insurance or letter from your insurance company stating that, if awarded the bid, your firm can meet and obtain the insurance requirements as specified herein.

#### Submittal 3: Company Resources: Facilities, Equipment, & Personnel

Bidder must provide a list of **facilities, equipment, and personnel** available to do the work in place at time of bid submission.



Explain how these resources will be sufficient to handle the bidder's total workload including other non-Village projects and sufficient for periods of prolonged activation.

Provide a detailed description of the firm's **specific** project management team that will be assigned to the Village contract. Identify the roles and responsibilities of the primary team members and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Village contract, as described above, shall not be substituted without the expressed permission of the Village.

#### Submittal 4: Company Capabilities

Bidder shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:

Provide details and/or demonstrate the firm's experience with the following items;

- Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
- Data management and tracking system; including ADMS.
- Ability to work with different accounting and tracking systems.
- Communications systems.
- Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.
- The removal of hazardous and special debris/waste.
- Community relations (public meetings, public outreach, media, etc...)
- Bidder shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.
- Bidder shall detail their ability to maintain full operational capability (12 hours a day, seven days a week) for an extended period.
- Bidder shall indicate clearly the scope of services to be performed by subcontractors or other third parties hired by the Bidder.

#### Submittal 5: Financial Stability.

Bidder must demonstrate financial stability sufficient for the Village to conclude Bidder has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures.

Bidder must provide a statement of the Bidder's financial stability, including information regarding any current or previous bankruptcy proceedings.

Bidder must include a copy of the most recent annual financial report/annual audit, independent certified audit, Dunn & Bradstreet report, or 10K or the most recent 10Q, if appropriate.

**Financial reports must include, at a minimum, a Balance Sheet, an Income Statement, and a**

**Statement of Cash Flow.**

Bidder shall provide a summary of all litigation cases exceeding \$100,000 that the Bidder has been a party to during the past five (5) years (whether settled privately or in court) which is related to the Services that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome, or projected outcome, and the monetary amounts involved.

Bidder shall provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being bid.

The bidder shall provide a listing of any penalties, fines, or settlements exceeding \$10,000 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.

**Notice: Florida has very broad public records laws and records submitted with this Bid may be made available for public records requests following applicable Florida Public Records laws and processes. Florida Statute's financial statement exemption only applies to submittals in response to a solicitation for a "public works" project as provided for in Section 119.071(1)c. This solicitation is not for "public works" project.**

VILLAGE RESERVES THE RIGHT

The Village of Estero reserves the right to exercise its discretion to:

- Make award(s) to one or multiple bidders;
- Make award(s) to a designated Primary and Secondary;
- Waive minor informalities in any response;
- Reject any and all bids with or without cause;
- Accept the response that in its judgment will be in the best interest of the Village

SHIPPING

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.

The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Village to make paper and electronic copies necessary for the use of Village staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public.



**Technical Specifications**  
**For**  
**Disaster Recovery Services for**  
**The Village of Estero**

**SERVICES**

**Scope of Services:**

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris, including hazardous and industrial waste materials; these items and tasks are included in the bid prices and shall be provided in accordance with the Standards of Performance as set forth herein. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by Village. Contracted services will only be performed when requested and as designated by the Village.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the Village, or to Debris Management Site (DMS) site(s) and as specified by the Village and set out in within these specifications.

**Emergency Push / Road Clearance:**

If directed by the Village. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the Village. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources. Once this task is accomplished, the following additional tasks will begin as required.

**Right-of-Way (ROW) Removal:**

Contractor shall remove all debris from the ROW when directed to do so by the Village. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled as specified herein.

**Right-of-Entry (ROE) Removal (if Authorized by Village):**

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by Village. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when

working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but Village does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

**Demolition of Structures (if Authorized by Village):**

Contractor will remove structures designated for removal by and at the direction of the Village, in a timely manner as determined by the Village.

**Private Property Waivers:**

Village will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

**Disaster Recovery Technical Assistance:**

Contractor will provide Disaster Recovery Technical Assistance, to officials within the Village and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

**Vegetative Debris Reduction:**

Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to Village designated final site(s). The Village will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

**Construction and Demolition (C&D) Debris Reduction:**

Contractor will collect, consolidate and remove C&D debris to a location designated by the Village. The production rate of this effort will be determined by the Village and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

**Construction and Demolition (C&D) Debris Recycling:**

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the Village. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

**Specialized Crews:**

If requested by the Village, the Contractor shall provide a dedicated crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

**PERFORMANCE OF SERVICES**

**Description of Service:**

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in

compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of the Village may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Village.

**Cost of Services:**

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

**Matters Related to Performance:**

**Subcontractor(s):**

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Village. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Village.

**STANDARDS OF PERFORMANCE**

**Contractor Representative:**

Contractor shall have a knowledgeable and responsible representative report to Village's designated Contract representative within 24 hours following notification by the Village. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with Village contract representative. The Contractor shall also provide reports on debris removal operational progress as requested.

**Mobilization:**

The Contractor shall have sufficient equipment and forces in the Village within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily rate of 50,000 cy of debris collected. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the Village based on the size and scope of the disaster event.

**Time to Complete:**

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the Village. Village will direct the scope and nature of the work to be performed once the extent of damage has been determined.

**Completion of Work:**

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

**GENERAL RESPONSIBILITIES**

**Village Obligations:**

Village shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by Village to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed. Village will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist Village with the development of debris management PSAs, if so requested.

**Contractor's Conduct of Work:**

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a Village representative at times, places, and by means as directed by the Village.

**Supervision by Contractor:**

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by Village's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

**Damages by Contractor:**

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the Village; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the Village may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. Village shall make the determination of whether "negligence" has occurred.

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

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

**Contractor's Ownership of Debris:**

Unless otherwise directed by the Village, all debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

**Contractor's Disposal of Debris:**

Unless otherwise directed by the Village, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. Village shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by the Village.

**Debris Management Site (DMS):**

**Site Setup**

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the Village, Contractor and Property Owner if applicable. As directed by Village, baseline environmental assessments shall be performed and supplied for Village review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. Village shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass through cost.

**Site Operation**

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

**Site Remediation**

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of the Village. Contractor shall be responsible for any damages as detailed herein.

**Site Security**

Contractor shall supply 24hour per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the Village.

**Debris Management Site (DMS)**

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. The Village will designate the DMS to be activated. The Village will select these sites, at the beginning of each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads.



The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the Village. At the Village's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

### **DMS Debris Removal Operations Plan and Environmental Protection Plan**

This plan is to address site setup, pre-use activities, post-use activities and operational activities the plans will include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the Contractor will provide a Site Management Plan.

#### **Three (3) copies of the plan are required.**

The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

#### **All debris shall be processed in accordance with local, State and Federal law, standards, and regulations**

Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the Village. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

### **Generated Hazardous Waste Abatement**

Abatement of hazardous waste identified by the Village is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

### **Debris Disposal**

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the Village, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

#### **Assist Debris Monitoring Consultant in the following:**

- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.

- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by Village personnel, e.g. conduct final inspections and issue closeout reports.

**Training:**

Contractor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, prestrike training of Village field and supervisory personnel.

**GENERAL TERMS AND CONDITIONS**

**Geographic Assignment:**

The geographic boundary for work by Contractor's crews shall be only as directed by the Village and will be limited to properties located within the Village's jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

**Multiple, Scheduled Passes:**

Contractor shall make complete scheduled passes at the direction of the Village and/or unscheduled passes of each area impacted by the storm event. Village shall direct the interval timing of all passes. Passes shall be complete only when Village deems they meet the definition outlined herein. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Village.

**Operation of Equipment:**

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed; e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by the Village. Damages by the Contractor or its representative shall be the Contractor's responsibility and repaired at no additional cost to the Village as outlined herein. Should operation of equipment be required outside of the public ROW, Village will provide a Right-of-Entry Agreement, as stated herein.

**Certification of Load Carrying Capacity:**

Contractor shall submit to the Village a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum

volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the Village whenever equipment is added or deleted. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by Village, Village's Debris Monitoring Contractor, and Contractor representatives at a Village designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to the Village. Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a Village representative. Village shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle. Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred. Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring contractor.

**Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a Village/Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all DMS sites.

**Security of Debris during Hauling:**

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

**Traffic Control:**

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform

Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

**Work Days/Hours:**

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by the Village following consultation and notification to Contractor.

**Hazardous and Industrial Wastes:**

Contractor shall provide within 90 days of execution of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined herein.

**Stumps:**

All eligible stumps authorized by the Village shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details and conditions of this Contract. The Contractor shall backfill the hole left from stump extractions. A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the Village; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump.

Copies of this authorization shall be submitted with the invoice in order to justify payment. The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply. Reduction costs of stumps shall be included in the debris processing costs established in the pricing submitted.

**Work Safety:**

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

**Inspection and Testing:**

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

**Other Agencies:**

The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**Retention of Collection Equipment:**

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by the Village and Contractor to be adequate to complete the recovery effort. Equipment leaving the Village prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the Village determines that downsizing of the operation is warranted.

**Chain Saw Crews:**

Crews shall work only as directed by task order by the Village; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

**Hazardous Trees:**

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6”) or greater, and one of the following criteria are met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the Village, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

### **Hanging Limbs:**

Limbs, authorized as eligible for reimbursement by the Village must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the Village, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

### **Hand Loaded Collection Equipment:**

Hand load trucks, trailers or equipment are discouraged and may be used only in areas where typical collection equipment cannot access and only with prior written authorization of the Village. These "hand loaders" must remove all eligible debris as outlined herein. All equipment must be capable of self unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

## **REPORTS, CERTIFICATIONS, and DOCUMENTATION**

### **Accountable Debris Load Forms:**

Village and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by the Village representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4-part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket.
- The Contractor shall submit all original load tickets to the Village.

The Contractor shall reconcile their load ticket copies with Village copies no less than one time per week.

Discrepancies shall be noted and resolved prior to the next reconciliation period. An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the Village's debris monitoring contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

**Reports:**

Contractor shall submit periodic, written reports to Village as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:

**Daily Reports:**

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

**Weekly Summaries:**

A summary of all information contained in the daily reports as set out herein and/or in a format required by the Village.

**Report Delivery:**

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

**Final Project Closeout:**

Upon final inspection and/or closeout of the project by the Village, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to Village. Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village and/or other governmental entities as may be required.

**Additional Supporting Documentation:**

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

**Report Maintenance:**

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

**Contract File Maintenance:**

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the Village, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. Village may unilaterally cancel this contract for refusal to comply with this provision.

**PAYMENTS**

**Billing Cycle:**

Contractor shall invoice the Village on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the Village.

**Ineligible Work:**

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by the Village and/or government agency as ineligible debris and for which the Contractor was not formally authorized to perform by the Village.

**Eligibility Inspections:**

Contractor and Village or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out herein.

**Eligibility Determinations:**

If any load is determined to contain material that does not meet the definition of eligible debris, e.g. debris collected from private property or not at the request of the Village or its representatives, the load will be directed to an alternate disposal or processing facility. No payment will be approved and Contractor will not invoice the Village for ineligible loads. The Village, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

**Unit Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices herein. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between the Village and Contractor and subject to the review of the government.

*In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth herein and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.*



**Specialized Services:**

Contractor may invoice the Village for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified herein. Additional specialized services will only be performed when directed by the Village. The rate for specialized services shall be in accordance with the rates provided herein. Items not included shall be negotiated and shall be fair and reasonable as determined by the Village.

**ATTACHMENT A – PRICING**

**CORE SERVICES, STUMPS, HAZARDOUS LIMBS & TREE REMOVAL**

Example Quantities and Extended Pricing will be utilized for evaluation purposes only.

Prices shall be all-inclusive of the requirements as defined in this document.

Bidders are required to complete the unit price fields and calculate price extensions based upon the estimated quantity.

Core Services: Debris Removal, Management, & Site Services

**Item No. 1:**

Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
CY	\$ _____	258,000	\$ _____

**Item No. 2:**

Debris Removal from Debris Management Sites (DMS) and Hauling to Final Disposal Site (See Notes 1 & 2 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
CY	\$ _____	44,000	\$ _____

**Item No. 3:**

Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (See Notes 1 & 2 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
CY	\$ _____	4,500	\$ _____

**Item No. 4:**

Cost per mile for alternate disposal sites outside of Lee County (See Notes 1 & 2 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Cost/ Mile	\$ _____	0	\$ _____

**Item No. 5:**

Management of Debris Management Sites (DMS) (See Notes 4 & 5 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
CY	\$ _____	258,000	\$ _____

**Item No. 6:**

Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
CY	\$ _____	258,000	\$ _____

**Item No. 7:**

Processing (Burning) of Debris at DMS or Final Disposal Site

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
CY	\$ _____	32,000	\$ _____

**Item No. 8:**

Pick Up and Haul of White Goods to Disposal Site within Lee County (See Note 1 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
UNIT	\$ _____	100	\$ _____

**Item No. 9:**

Pick Up and Disposal of Hazardous Material

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
LB	\$ _____	300	\$ _____

**Item No. 10:**

Freon Management and Recycling (See Note 7 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
UNIT	\$ _____	70	\$ _____

**Item No. 11:**

Non-Domestic Dead Animal Collection and Transportation to final disposal

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
EACH	\$ _____	25	\$ _____

**CORE SERVICES COSTS TOTAL: \$ \_\_\_\_\_**

Stump Extraction (Includes removal and hauling to disposal of hazardous tree stumps resulting from trees growing on the public right of way (ROW). Stumps placed at the ROW by others are considered debris – See Note 6 Below):

**Item No. 12:**

>24 inch diameter to 47.99 inch diameter (See Note 7 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Stump	\$ _____	100	\$ _____

**Item No. 13:**

48 inch diameter and greater (See Note 7 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Stump	\$ _____	60	\$ _____

**Item No. 14:**

On site stump grinding including filling hole with wood chips (See Note 7 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Inch	\$ _____	20	\$ _____

**STUMP EXTRACTION TOTAL: \$ \_\_\_\_\_**

Hazardous Limb Removal (After initial 70 hour period):

**Item No. 15:**

Storm Damaged Hazardous Limb Removal (See Note 7 Below)

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	8	\$ _____

**STORM DAMAGED HAZARDOUS LIMB REMOVAL TOTAL: \$ \_\_\_\_\_**

Storm Damaged Hazardous Tree Removal: Diameters of trees are measured at breast height:  
 (Prices include removal of tree to ROW for collection as debris and flush cutting stumps to ground level – See Note 7 Below)

**Item No. 16:**

Trees that require the “Climbing” and “Cut & Drop” method (e.g. trees over structures, homes, buildings, utilities or public ROW)

6” to 12.99” diameter

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	5	\$ _____

13” to 23.99” diameter

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	4	\$ _____

>24” diameter

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	2	\$ _____

**Item No. 17:**

Trees that can only be accessed by “Mechanized Equipment” (i.e., bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders)

6” to 12.99” diameter

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	5	\$ _____

<u>13" to 23.99" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	4	\$ _____

<u>&gt;24" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	2	\$ _____

**Item No. 18:**

Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures

<u>6" to 12.99" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	5	\$ _____

<u>13" to 23.99" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	4	\$ _____

<u>&gt;24" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	2	\$ _____

**Item No. 19:**

Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure.

<u>6" to 12.99" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	5	\$ _____

<u>13" to 23.99" diameter</u>			
<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	4	\$ _____

>24" diameter

<u>Unit</u>	<u>Unit Price</u>	<u>Example Quantity (for Evaluation)</u>	<u>Extended Price</u>
Per Tree	\$ _____	2	\$ _____

**TREE REMOVAL TOTAL: \$ \_\_\_\_\_**

**SUMMARY OF COSTS**

Listed below is the Summary of all "Extended Price" totals. These totals will be used for evaluation purposes in determining the Low Bidder.

CORE SERVICES TOTAL:	\$ _____
STUMP EXTRACTION TOTAL:	\$ _____
HAZARDOUS LIMB REMOVAL TOTAL:	\$ _____
STORM DAMAGE TREE REMOVAL TOTAL:	\$ _____
<b>GRAND TOTAL:</b>	<b>\$ _____</b>

Notes:

- Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise.
- For out of County disposal sites (excluding the Lee/Hendry Landfill) additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of County load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- For a multi-year contract, the prices shown in Attachment A (above) would be adjusted on the anniversary date of the Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U.S. Department of Labor, Bureau of Labor Statistics (CWUR0300SA0) is the established index.
- Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety and security.
- Includes comprehensive management of all debris and debris site, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water and regulatory compliance, and close-out site remediation (see Scope of Services for more detail).
- All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items 2 through 7.
- Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.
- Contract rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

**ATTACHMENT B – OPTIONAL PRICING**

The following Optional Contract Items will NOT be used in determining the low bidder. Items are contract items and will be ordered at the unit prices provided should they be needed by the Village.

**SPECIALTY REMOVAL & RESTORATION**

Specialty Removal: Activities require specific task authorization and include all labor and management of tasks.

**Item No. 1:**

Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas.

<u>Unit</u>	<u>Unit Price</u>
CY	\$ _____

**Item No. 2:**

Pick-up and haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (See Notes 1 & 2 below).

<u>Unit</u>	<u>Unit Price</u>
CY	\$ _____

**Item No. 3:**

Removal of eligible vehicles – haul to designated staging or final disposal (See Notes 1 & 2 below).

<u>Unit</u>	<u>Unit Price</u>
Unit	\$ _____

**Item No. 4:**

Removal of eligible vessels from land.

<u>Unit</u>	<u>Unit Price</u>
LF	\$ _____

**Item No. 5:**

Demolition of Private Structure.

<u>Unit</u>	<u>Unit Price</u>
CY	\$ _____



Restoration: Activities require specific task authorization and include all labor and management of tasks.

**Item No. 6:**

Beach/Lake Restoration – Berm/Beach Construction.

<u>Unit</u>	<u>Unit Price</u>
CY	\$ _____

**Item No. 7:**

Canal Shoreline Restoration.

<u>Unit</u>	<u>Unit Price</u>
LF	\$ _____

Notes:

1. Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, FL. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise.
2. For out of County disposal sites (excluding the Lee/Hendry Landfill) additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of County load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
3. Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety and security.
4. Includes comprehensive management of all debris and debris site, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water and regulatory compliance, and close-out site remediation (see Scope of Services for more detail).
5. Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended.
6. Contract rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

**SPECIALIZED LABOR & WORK CREWS**

Labor rates listed hereunder are used for Negotiated and Special Services Tasks ONLY.

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.

Specialized Labor & Work Crews

<u>Labor Category</u>	<u>Unit</u>	<u>Unit Price</u>
Field Supervisor with truck and cell phone	Hourly	\$ _____
Administrative Assistant	Hourly	\$ _____
Heavy Equipment Operator	Hourly	\$ _____
Tool Operator (Chainsaw)	Hourly	\$ _____
Laborer with small tools	Hourly	\$ _____
Hazardous Material Worker with gear	Hourly	\$ _____
Mechanic with truck and tools	Hourly	\$ _____
Tree Climber with chainsaw and gear	Hourly	\$ _____

Work Crew Category – typical crew makeup for “First 70 Hours” Operation

Wheel Loader with operator, 2.5 CY, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools

Hourly for complete work crew      \$ \_\_\_\_\_

Bidder should list below any additional hourly known workers; Labor or Management. Rates are to be fully burdened.

Other – Defined other workers that may be required and the hourly rate to provide:

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
_____	Hourly	\$ _____
_____	Hourly	\$ _____
_____	Hourly	\$ _____
_____	Hourly	\$ _____
_____	Hourly	\$ _____
_____	Hourly	\$ _____
_____	Hourly	\$ _____

**EQUIPMENT**

**Item No. 1:**

Aerial Lift, Self-Propelled, Max. Platform Height: 37', to 15 HP, Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 2:**

Aerial Lift, Self-Propelled, Max. Platform Height: 60', to 30 HP, Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 3:**

Aerial Lift, Self-Propelled, Max. Platform Height: 70', to 50 HP, Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 4:**

Aerial Lift, Self-Propelled, Max. Platform Height: 125', to 85 HP, Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 5:**

Aerial Lift, Self-Propelled, Max. Platform Height: 150', to 130 HP, Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 6:**

Aerial Lift, Truck Mounted, Max. Platform Height: 25', Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 7:**

Aerial Lift, Truck Mounted, Max. Platform Height: 50', Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 8:**

Aerial Lift, Truck Mounted, Max. Platform Height: 75', Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 9:**

Aerial Lift, Truck Mounted, Max. Platform Height: 100', Articulated, Telescoping, Scissor

**Rate Per Hour: \$ \_\_\_\_\_**

**Item No. 10:**

Breaker, Hand-Held Pavement, Weight: 25 – 90 lbs.

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 11:**

Breaker, Pavement, to 70 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 12:**

Breaker, Pavement, to 105 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 13:**

Breaker, Pavement, to 137 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 14:**

Bucket, Clamshell, Capacity: 1.0 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 15:**

Bucket, Clamshell, Capacity: 2.5 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 16:**

Bucket, Clamshell, Capacity: 5.0 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 17:**

Bucket, Clamshell, Capacity: 7.5 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 18:**

Chain Saw, Bar Length: 16''

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 19:**

Chain Saw, Bar Length: 25''

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 20:**

Chain Saw Pole, Bar Length: 18"

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 21:**

Chipper, Brush, Chipping Capacity: 6", to 35 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 22:**

Chipper, Brush, Chipping Capacity: 12", to 60 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 23:**

Chipper, Brush, Chipping Capacity: 16", to 100 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 24:**

Chipper, Brush, Chipping Capacity: 18", to 125 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 25:**

Chipper, Brush, Chipping Capacity: 18", to 200 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 26:**

Chipper, Brush, Chipping Capacity: 19", to 300 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 27:**

Chipper, Brush, Chipping Capacity: 19", to 450 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 28:**

Chipper, Brush, to 650 HP, Trailer-Mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 29:**

Crane, Max Lift Capacity: 8 MT, to 80 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 30:**

Crane, Max Lift Capacity: 15 MT, to 150 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 31:**

Crane, Max Lift Capacity: 27 MT, to 200 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 32:**

Crane, Max Lift Capacity: 45 MT, to 300 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 33:**

Crane, Max Lift Capacity: 70 MT, to 350 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 34:**

Crane, Max Lift Capacity: 110 MT, to 450 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 35:**

Crane, Truck Mounted, Max Lift Capacity: 17,600 lbs.

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 36:**

Crane, Truck Mounted, Max Lift Capacity: 33,000 lbs.

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 37:**

Crane, Truck Mounted, Max Lift Capacity: 60,000 lbs.

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 38:**

Crane, Truck Mounted, Max Lift Capacity: 120,000 lbs.

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 39:**

Forklift, Capacity: 6,000 lbs., to 60 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 40:**

Forklift, Capacity: 12,000 lbs., to 90 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 41:**

Forklift, Capacity: 18,000 lbs., to 140 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 42:**

Forklift, Capacity: 50,000 lbs., to 215 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 43:**

Loader, Skid Steer, Operating Capacity: 1,000 lbs., to 35 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 44:**

Loader, Skid Steer, Operating Capacity: 2,000 lbs., to 65 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 45:**

Loader, Skid Steer, Operating Capacity: 3,000 lbs., to 85 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 46:**

Loader, Skid Steer, Operating Capacity: 4,000 lbs., to 94 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 47:**

Loader, Wheel, Bucket Capacity: 0.5 CY, to 38 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 48:**

Loader, Wheel, Bucket Capacity: 1 CY, to 60 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 49:**

Loader, Wheel, Bucket Capacity: 2 CY, to 105 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 50:**

Loader, Wheel, Bucket Capacity: 3 CY, to 152 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 51:**

Loader, Wheel, Bucket Capacity: 4 CY, to 200 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 52:**

Loader, Wheel, Bucket Capacity: 5 CY, to 250 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 53:**

Loader, Wheel, Bucket Capacity: 6 CY, to 305 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 54:**

Loader, Wheel, Bucket Capacity: 7 CY, to 360 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 55:**

Loader, Wheel, Bucket Capacity: 8 CY, to 415 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 56:**

Loader, Wheel, Bucket Capacity: 9 CY, to 470 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 57:**

Loader, Wheel, Bucket Capacity: 10 CY, to 530 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 58:**

Loader-Backhoe, Wheel, Bucket Capacity: 0.5 CY, to 40 HP, Loader and Backhoe Bucket Included

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 59:**

Loader-Backhoe, Wheel, Bucket Capacity: 1 CY, to 70 HP, Loader and Backhoe Bucket Included

**Rate Per Hour: \$** \_\_\_\_\_



**Item No. 60:**

Loader-Backhoe, Wheel, Bucket Capacity: 1.5 CY, to 95 HP, Loader and Backhoe Bucket Included

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 61:**

Loader-Backhoe, Wheel, Bucket Capacity: 1.75 CY, to 115 HP, Loader and Backhoe Bucket Included

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 62:**

Saw, Concrete, Blade Diameter: 14", to 14 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 63:**

Saw, Concrete, Blade Diameter: 26", to 35 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 64:**

Saw, Concrete, Blade Diameter: 48", to 65 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 65:**

Sweeper, Pavement, to 110 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 66:**

Sweeper, Pavement, to 150 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 67:**

Sweeper, Pavement, to 200 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 68:**

Trailer, Dump, Capacity: 20 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 69:**

Trailer, Dump, Capacity: 30 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 70:**

Trailer, Dump, Capacity: 40 CY

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 71:**

Trailer, Equipment, Capacity: 30 Tons

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 72:**

Trailer, Equipment, Capacity: 40 Tons

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 73:**

Trailer, Equipment, Capacity: 60 Tons

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 74:**

Trailer, Equipment, Capacity: 120 Tons

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 75:**

Truck, Dump, Truck Capacity: 8 CY, To 210 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 76:**

Truck, Dump, Truck Capacity: 10 CY, To 235 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 77:**

Truck, Dump, Truck Capacity: 12 CY, To 255 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 78:**

Truck, Dump, Truck Capacity: 18 CY, To 330 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 79:**

Truck, Dump, Truck Capacity: 28 CY, To 400 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 80:**

Truck, Dump, Truck Capacity: 40 CY, To 460 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 81:**

Truck, Dump, Truck Capacity: 50 CY, To 620 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 82:**

Truck, Flatbed, Max Gross Vehicle Weight: 15,000 lbs., To 150 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 83:**

Truck, Flatbed, Max Gross Vehicle Weight: 25,000 lbs., To 180 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 84:**

Truck, Flatbed, Max Gross Vehicle Weight: 30,000 lbs., To 215 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 85:**

Truck, Flatbed, Max Gross Vehicle Weight: 45,000 lbs., To 250 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 86:**

Truck, Flatbed, Max Gross Vehicle Weight: 50,000 lbs., To 300 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 87:**

Truck, Flatbed, Max Gross Vehicle Weight: N/A, To 375 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 88:**

Truck, Flatbed, Max Gross Vehicle Weight: N/A, To 450 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 89:**

Truck, Pickup, To 130 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 90:**

Truck, Pickup, To 180 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 91:**

Truck, Pickup, To 230 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 92:**

Truck, Pickup, To 280 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 93:**

Truck, Tractor, To 210 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 94:**

Truck, Tractor, To 265 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 95:**

Truck, Tractor, To 310 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 96:**

Truck, Tractor, To 350 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 97:**

Tub Grinder, To 400 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 98:**

Tub Grinder, To 500 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 99:**

Tub Grinder, To 600 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 100:**

Tub Grinder, To 700 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 101:**

Tub Grinder, To 800 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 102:**

Tub Grinder, To 900 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 103:**

Tub Grinder, To 1,000 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 104:**

Light Tower, with 4,500 watt light and 10kw power unit, to 13.5 HP, trailer mounted

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 105:**

All-Terrain Vehicle, 6-wheel

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 106:**

All-Terrain Vehicle, 4-wheel – 24”, Capacity: 250cc, To 15-17 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 107:**

All-Terrain Vehicle, 4-wheel – 24”, Capacity: 300cc, To 18-20 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 108:**

All-Terrain Vehicle, 4-wheel – 24”, Capacity: 400cc, To 26-28 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 109:**

Graders, Moldboard Size, Capacity: 10’, To 110 HP, Includes Rigid and Articulate Equipment

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 110:**

Graders, Moldboard Size, Capacity: 12', To 150 HP, Includes Rigid and Articulate Equipment

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 111:**

Graders, Moldboard Size, Capacity: 14', To 225 HP, Includes Rigid and Articulate Equipment

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 112:**

Powerscreen, 1400

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 113:**

Powerscreen, 1700

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 114:**

Powerscreen, 2100

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 115:**

Stacking Conveyor, 30 x 60 Portable Hydraulic, Complete Road Package

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 116:**

Water Truck, Tank Capacity: 2500 Gallons, To 175 HP, Includes pump and rear spray

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 117:**

Water Truck, Tank Capacity: 4000 Gallons, To 250 HP, Includes pump and rear spray

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 118:**

Loader – Tractor Knuckle Boom, Model Barko 595 ML or equal, To 240 HP

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 119:**

Clamshell & Dragline, Crawler, Capacity: 149,999 lbs., To 235 HP, Bucket not included in rate

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 120:**

Clamshell & Dragline, Crawler, Capacity: 250,000 lbs., To 520 HP, Bucket not included in rate

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 121:**

Clamshell & Dragline, Truck, To 240 HP, Bucket not included in rate

**Rate Per Hour: \$** \_\_\_\_\_

**Other Equipment – Define other Equipment that may be required and the hourly rate to provide.**

**Item No. 122:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 123:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 124:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 125:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 126:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 127:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

**Item No. 128:**

Equipment Description: \_\_\_\_\_

**Rate Per Hour: \$** \_\_\_\_\_

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

\_\_\_\_\_  
Signature Title Date

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

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_ who has produced (Print or Type Name) \_\_\_\_\_ as identification. (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **VILLAGE OF ESTERO RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



**VILLAGE OF ESTERO, FLORIDA**

**MAJOR INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** *The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager or designee for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

The Village of Estero, Florida

9401 Corkscrew Palms Circle

Estero, Florida 33928

- b. *“The Village of Estero, Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

**PUBLIC ENTITY CRIME FORM**

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

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

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

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

(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: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understare that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime:  
or:  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a 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) (c), 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

\_\_\_\_\_ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have 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, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

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

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

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
**(NOTARY PUBLIC)**

My Commission Expires: \_\_\_\_\_

VILLAGE OF ESTERO - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- \_\_\_\_\_ 1. The Solicitation has been signed and with corporate seal (if applicable).
- \_\_\_\_\_ 2. The Solicitation prices offered have been reviewed (if applicable).
- \_\_\_\_\_ 3. The price extensions and totals have been checked (if applicable).
- \_\_\_\_\_ 4. Substantial and final completion days inserted (if applicable).
- \_\_\_\_\_ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- \_\_\_\_\_ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- \_\_\_\_\_ 7. All modifications have been acknowledged in the space provided.
- \_\_\_\_\_ 8. All addendums issued, if any, have been acknowledged in the space provided.
- \_\_\_\_\_ 9. Licenses (if applicable) have been inserted.
- \_\_\_\_\_ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- \_\_\_\_\_ 12. Public Entity Crime Form completed/signed/notarized.
- \_\_\_\_\_ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- \_\_\_\_\_ 14. Any Delivery information required is included.
- \_\_\_\_\_ 15. Affidavit Certification Immigration Signed and Notarized
- \_\_\_\_\_ 16. The mailing envelope has been addressed to:  
Village of Estero  
9401 Corkscrew Palms Circle #101  
Estero, FL 33928
- \_\_\_\_\_ 17. The mailing envelope **MUST** be sealed and marked with:  
Solicitation Number  
Opening Date and/or Receiving Date
- \_\_\_\_\_ 18. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- \_\_\_\_\_ 19. If submitting a "NO BID" please write Solicitation number here \_\_\_\_\_  
and check one of the following:  
\_\_\_\_\_ Do not offer this product      \_\_\_\_\_ Insufficient time to respond.  
\_\_\_\_\_ Unable to meet specifications (why)  
\_\_\_\_\_ Unable to meet bond or insurance requirement.  
Other: \_\_\_\_\_

Company Name and Address:

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