

TOWN OF PALM BEACH



RFP NO 2011-14

DISASTER DEBRIS MONITORING SERVICES

Purchasing Division

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FINANCE DEPARTMENT

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**TOWN OF PALM BEACH * 951 OLD OKEECHOBEE ROAD *WEST PALM BEACH *
*FLORIDA * 33401*

TOWN OF PALM BEACH
DISASTER DEBRIS MONITORING SERVICES

RFP NO. 2011-14

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TOWN OF PALM BEACH, FLORIDA

Advertisement for Request for Proposals

RFP No. 2011-14

DISASTER DEBRIS MONITORING SERVICES

Proposals for **Disaster Debris Monitoring Services** will be received by the Town of Palm Beach at the Office of the Purchasing Agent, 951 Old Okeechobee Road, Suite D, West Palm Beach, Florida 33401, **until May 18, 2011.**

Time is of the essence and any proposal received after **2:00 p.m. on May 18, 2011** whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

A pre-proposal conference will be held at **10:00 AM on April 28, 2011** at the Public Works Facility, located at 951 Old Okeechobee Rd., West Palm Beach, FL 33401. Attendance is not mandatory. After bid has been awarded, no extra charge or compensation will be allowed as a result of failure to attend the conference.

An **original and five (5) copies** must be submitted in sealed envelopes/packages addressed to Adis Pedraza, Asst. Purchasing Agent, Town of Palm Beach, Florida, and marked "**RFP No. 2011-14 – DISASTER DEBRIS MONITORING SERVICES**". Proposers desiring information for use in preparing proposals may obtain copies of the RFP requirements by visiting the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Sealed Bids / Request for Proposals" and follow the instructions). The Purchasing Office is located at 951 Old Okeechobee Road, Suite D, West Palm Beach, Florida 33401, Telephone (561) 838-5406.

Adis Pedraza
Asst. Purchasing Agent

Dated: **April 17, 2011**
 April 24, 2011

Published: **Palm Beach Post**

Town of Palm Beach
RFP NO. 2011-14 – DISASTER DEBRIS MONITORING SERVICES
PROPOSALS MUST BE RECEIVED PRIOR TO MAY 18, 2011 AT 2:00 PM

General Conditions, Instructions and Information for Bidders

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this proposal and by reference are made a part thereof.

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:

**Town of Palm Beach
Purchasing Department
951 Old Okeechobee Road, Suite "D"
West Palm Beach, FL 33401
(561) 838-5406**

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. NON-COLLUSION

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies or equipment, and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

8. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

9. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a bid on a contract to provide any goods or services to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.
- (d)

10. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

11. MISTAKES

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

12. AVAILABILITY OF FUNDS

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

13. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

14. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business" click "Sealed Bids/Requests for Proposals" and follow the instructions).

15. BID FORMS

All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

16. POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties on the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Sealed Bids / Request for Proposals" and follow the instructions).

17. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions) and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.

18. SUBCONTRACTING

If a vendor subcontracts any portion of a contract for any reason, he/she must state the name and address of the subcontractor and the name of the contact person on the attached "Schedule of Subcontractors Form." TOWN also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. TOWN reserves the right to make a determination as to the foregoing.

19. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 1, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

20. AWARDS

As the best interest of the Town Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate, otherwise the bid will be construed as incomplete and may be rejected.

21. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening or time stated in Special Conditions

22. PAYMENT

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Payment shall be made within 30 days of such acceptance.

23. DISCOUNT

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

24. CERTIFICATIONS

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with bid and must be in the name of the vendor shown on the Bid Proposal page.

25. LICENSES AND PERMITS

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

27. MATERIAL SAFETY DATA SHEET

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures, which are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical Manufacturer or importer.

28. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

29. CODES AND REGULATIONS

The vendor must strictly comply with all Federal, State and local building and safety codes.

30. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.



DISASTER DEBRIS MONITORING SERVICES

RFP NO. 2011-14

SPECIAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

The Town of Palm Beach, Florida is hereby requesting Proposals from qualified proposers for **DISASTER DEBRIS MONITORING SERVICES**. Proposals will be received by the Town of Palm Beach until **2:00 PM prevailing time on May 18, 2011** at the Purchasing Office located at Suite D, 951 Old Okeechobee Road, West Palm Beach, FL 33401. An **original and five (5)** copies of the proposal shall be submitted in sealed envelopes/packages. To facilitate processing, please identify your company name and clearly mark the outside of the bid package as follows: **RFP No. 2011-14 – DISASTER DEBRIS MONITORING SERVICES**.

Any questions by prospective proposers should be directed to the Purchasing Department at (561) 838-5406, who are authorized only to direct inquiries to various portions of the RFP so that proposers may read and interpret such for themselves. Only the Purchasing Agent is authorized to interpret, or give information as to RFP requirements in addition to that which is contained in the written RFP document. Interpretations of the RFP or additional information as to its requirements, where necessary, shall be communicated to proposers by written addendum. Requests for interpretations shall be reduced to writing and forwarded to the Purchasing Agent in sufficient time to render an addendum responding to the request.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2. TOWN CONTRACT COORDINATOR

Larry Iverson, Services Manager; Eric Brown, Assistant Public Works Director; or Paul Brazil, Public Works Director shall be designated as Contract Coordinator for the Public Works Department. Address: 951 Old Okeechobee Rd., West Palm Beach, FL 33401. Telephone Number: 561-838-5440. The Contract Coordinator shall act on behalf of the Town with respect to monitoring contractor performance under this contract. The administration of this contract is vested in the Contract Coordinator. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinators.

The Contract Coordinator principal duties shall be:

- A. Liaison with Contractor.
- B. Coordinate and approve all work under the contract.
- C. Resolve any disputes.
- D. Assures consistency and quality of personnel performance.
- E. Schedule and conduct personnel performance evaluations and document findings.
- F. Review and approve for payment all invoices for work performed.

3. QUALIFICATION OF PROPOSERS

This RFP shall be awarded only to a responsible proposer qualified to provide the work specified.

- The Contractor will have demonstrated experience and provide references for similar debris monitoring services with the ability to mobilize vehicles and equipment and effect placement of field monitors within 24 hours from the notice to proceed.
- The Contractor's debris monitoring employees will be trained and knowledgeable in this type of work.
- The Contractor will be knowledgeable of the Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations and guidelines as they pertain to emergency debris monitoring operations.

The proposer shall submit the following information with the proposal:

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- A. Verification of the number of years the proposer has been in business.
 - B. Experience record showing the bidder's training and experience in similar work. Provide a list and brief description of similar contracts of similar size, satisfactorily completed with location, dates of contracts, names, phone numbers, type of services requested and address of proprietor(s). A minimum of five (5) references shall be submitted with a contact name, address, and telephone number for each reference. Similar contracts as referenced above shall be defined as experience in servicing municipalities.
 - C. Proof that sufficient staff is available to provide required services specified, identifying the use of subcontractors or temporary help, including a list of anticipated staff members and titles to service the Town and a proposed schedule of their activities.
 - D. Telephone number and a named contact person who can be reached during all normal working hours for emergencies and resolving problems.

4. PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a pre-proposal conference commencing at **10:00 A.M. on April 28, 2011** at the Public Works Facilities, located at 951 Old Okeechobee Road, West Palm Beach, FL 33401. At this time, the Town's representative(s) will be available to answer questions relative to this Invitation to RFP. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the RFP.

After the RFP has been awarded, no extra charge or compensation will be allowed by the Town as a result of differences between actual requirements, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor. Submission of a Proposal will be considered evidence that the bidder has familiarized himself with the nature and extent of services required.

It is the intention of the Town to purchase the services as specified herein from a source of supply that will give prompt and convenient service. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the Town or its residents.

5. COMPETENCY OF PROPOSERS

Pre-award inspection of the proposer's facility or of their customer's locations may be made prior to award of Contract. Proposals will be considered only from Proposers which are regularly engaged in the business of providing grounds maintenance services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance for a sufficient delivery fleet to insure satisfactory execution of the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established Proposer in line with the best business practices in the industry and as determined by the proper authorities of the Town.

6. CERTIFICATION AND/OR LICENSES

Proposer must hold a current Occupational License. Copy of license must be submitted with RFP and must be in the name of the Proposer shown on the RFP Proposal Page.

It shall be the responsibility of the successful proposer to obtain, at no additional cost to the Town of Palm Beach, any and all licenses required to complete this contractual service. A copy of these licenses shall be submitted prior to commencement of service.

7. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

The Proposer hereby certifies that all material, equipment and supplies contained in their proposal meets all O.S.H.A. requirements. The successful proposer shall be solely and completely responsible for the safety of all persons (including employees) and property during the performance of the work. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirements shall be followed. Failure of the Proposer to thoroughly familiarize themselves with the aforementioned provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

8. PRICING

The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination.

9. AWARD

Proposers shall provide a firm, fixed cost for services as set forth on the RFP Proposal pages. Pricing shall include all costs associated with the provision of the services described herein. The Town anticipates entering into an agreement(s) with the Proposer(s) who submit the proposals judged by the Town to be most advantageous. The Town reserves the right to retain more than one firm.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful Proposer does not execute a contract within sixty (60) days after the award of the proposal.

10. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded for services in this proposal shall be sold, transferred or assigned without the prior written approval of the Purchasing Agent and review by Counsel.

11. METHOD OF ORDERING

Service shall be authorized by issuance of a Notice to Proceed and a purchase order on an "as needed basis" for the term of the contract. Invoices shall be submitted after completion of tasks as specified in this contract and shall refer to the Purchase Order Number and the appropriate item number. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P. O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: Invoices@TownofPalmBeach.com. (Preferred Method).

12. PAYMENT

The Town of Palm Beach will pay 100 % of the contract price for work that has been completed and accepted. Invoices must be submitted regularly and for no more than 30 day periods. Terms of payment are net 30 days from date of completion of work.

13. VENDOR SERVICE REPRESENTATIVE

The Proposer must submit with their RFP proposal the name, address, and phone number of the person (s) to be contacted for the placement of an order and the coordination of service.

14. RIGHT TO TERMINATE

The Town reserves the right to terminate this Contract without penalty upon thirty (30) days written notice to Vendor. In the event that any of the provisions of the contract are violated by the successful proposer, the Town of Palm Beach may serve written notice upon such bidder of its intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and his surety, if any shall be forfeited. In the event of totally unacceptable performance, the Town may cancel immediately without cancellation liability.

15. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS

The Town is a bona fide governmental entity of the State of Florida with its fiscal year ending on September 30 of each calendar year. If the Town does not appropriate sufficient funds to continue contracting services required under this RFP for any of the Town's fiscal years subsequent to the one in which the award is made then the contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to town shall not, in this sole event, be obligated to renew the contract due beyond said fiscal year.

16. TERMINATION BY THE OWNER FOR CAUSE

The Town may terminate this Contract in the event:

- a. Contractor fails or refuses to prosecute the Work or any severable part, with the diligence that will insure its completion within the time specified in this Contract;
- b. Contractor fails or refuses to prosecute the Work on any severable part, with the diligence that will insure its completion within the time specified in construction schedules and related milestones issued in conjunction with this Contract;

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- c. Contractor fails to complete the Work within the time specified in this Contract;
 - d. Contractor fails to deliver the supplies or perform the services required of the Contractor under this Contract within the time specified in this Contract;
 - e. Contractor fails or refuses to provide sufficient properly skilled workmen or tradesmen;
 - f. Contractor refused or fails to supply materials, equipment or services meeting the requirements of this Contract;
 - g. Contractor fails to make payments for materials, labor or services to subcontractors, sub subcontractors, suppliers or material men of any tier in accordance with such agreements that may exist among them;
 - h. Contractor violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction;
 - i. Contractor materially breaches any of the provisions of this Contract.

When any single or combination of the above causes exist such cause(s) have not been cured after seven (7) days written demand by the Town, the Town may, with full reservation of, and without prejudice to any other right or remedy the Town may have, upon giving Contractor and the surety five (5) days written notice, terminate the Contract. Thereupon the Town shall immediately be entitled to possession of the worksite and all supplies, materials, equipment thereon and to finish the Work by reasonable means the Town shall decide in its discretion. No payments shall be due the Contractor until the Work is fully and finally completed. Contractor and Contractor's surety shall be charged with all costs and expenses of completing the Work (the "Cost to Complete") including without limitation: costs of repairing, replacing or re-mediating improperly performed work; completing portions of the Work left undone on the Contractor's termination; architectural, engineering and other professional fees and costs incurred as a result of Contractor's termination and in connection with completing the Work; liquidated damages at the rate specified herein until Substantial Completion is achieved; any other loss, claim or damage incurred by the Town by reason of Contractor's default. If the unpaid portion of the Contractor's Bid (the "Unpaid Bid Amount") is greater than the Cost to Complete, the Cost to Complete shall be subtracted from the Unpaid Bid Amount and the difference shall be paid to Contractor within sixty (60) days from completion of the Work. If the Cost to Complete exceeds the Unpaid Bid Amount, the Unpaid Bid Amount shall be subtracted from the cost to complete and Contractor shall be indebted to and shall pay to the Town that difference. The rights and remedies reserved to the Town in this paragraph are without waiver of and are in addition to any other rights and remedies provided by law or under this Contract to the Town.

17. TERMINATION FOR CONVENIENCE

- A. The Town of Palm Beach may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Town determines that such termination is in the Town's best interest. The Town shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.
- B. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - 1. Stop work as specified in the notice.
 - 2. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any portion of this Contract not encompassed in the Work Terminated.
 - 3. Terminate all subcontracts to the extent they relate to the Work Terminated. To the fullest extent practicable, cancel all outstanding purchase orders, contracts and delivery of materials, supplies and equipment related to the Work Terminated.
 - 4. If requested by the Town in writing, assign to the Town, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under a subcontract. The Town shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts shall constitute the Town's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the Town and the subcontractor in which the Town expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the Town assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment.
 - 5. With the approval of the Purchasing Agent, settle all outstanding liabilities and settlement proposals arising from the termination of subcontracts.

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6. As directed by the Town, transfer title and deliver to the Town (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the Work Terminated, and (b) the completed or partially completed plans, drawings, information, and other property that, if the Work Terminated had been completed, would be required to be furnished to the Town.
 7. Complete performance of the work not terminated.
 8. Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.
- C. The Early Termination Claim shall be strictly limited to payment for those portions of the Work, including Contractor's reasonable profit therefore, properly performed prior to the Town's Termination for Convenience, and for work performed by Contractor under subparagraph B.8 above for protection and preservation of the property described therein. The Early Termination Claim shall not include, and Contractor shall not be entitled to claim or recover, Contractor's other direct or indirect costs, losses or damage of whatsoever nature by reason of the Early Termination including, but without limitation:
1. Lost profit for Work not to be performed by Contractor by reason of the Town's Termination for Convenience;
 2. The cost of the Work not to be performed by Contractor by reason of the Town's Termination for Convenience;
 3. Contractor's demobilization costs;
 4. Home office overhead;
 5. Effect on other contracts and subcontracts including without limitation, those with subcontractors, sub subcontractors, suppliers and material men of any tier or any claims by them arising out of or relating to the impact of the Termination for Convenience on their contracted relations;
 6. Lost opportunities or other actual/prospective contracts;
 7. Lower or lost productivity;
 8. Costs or damages claimed by subcontractors, sub subcontractors, material men or suppliers of any tier arising or in any way related to their respective contracts with Contractor or one another, or arising or related in any manner to the Termination for Convenience.

The Town's Termination for Convenience shall be without waiver or prejudice to, all of the Town's claims, rights and remedies arising out of or related to any default, breach of contract, damages or other claims the Town may have against Contractor, or Contractor's subcontractors, material men and suppliers of any tier, or any other person or entity at the time of Early Termination, or arising thereafter.

Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, an Early Termination by the Town.

- D. After termination, the Contractor shall submit an Early Termination Claim to the Town. The Contractor shall submit the Early Termination Claim, but no later than 60 days from the effective date of termination unless extended in writing by the Town. If the Contractor fails to submit the Early Termination Claim within the time allowed, the Town may determine, on the basis of information available, the amount, if any, due the Contractor because of the Early Termination and shall pay the amount so determined to Contractor.
- E. Subject to Paragraph D. above, the Contractor and the Town may agree upon the whole or any part of the amount to be paid because of the Early Termination. However, this amount may not exceed the total price as reduced by the amount of payments previously made and the contract price of work not terminated. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
- F. If the Contractor and the Town fail to agree on the payment because of Early Termination of work, the Town shall pay the Contractor the amounts, if any, determined by the Town to be due the Contractor as a result of the terminated work.
- G. If the termination is partial, the Contractor may file a proposal with the Town for an equitable adjustment of the price of the continued portion of the contract.

18. PERFORMANCE

The TOWN shall not pay for services that fail to meet the Town's standards as set forth in this RFP and as determined by the Contract Coordinator.

19. DEFAULT

If the Contractor shall fail to meet the requirements of the Contract, as provided herein, the Town shall put Contractor on notice (in writing to the address shown on the Purchase Order) outlining specific delinquencies. Contractor shall have five (5) calendar days to correct the delinquencies or make suitable alternate provisions to the satisfaction of the Town. If after the five (5) calendar day period, the delinquencies have not been corrected, the Town shall hold Contractor in default and may proceed with termination of the contract.

If the Contractor cannot respond adequately to the needs of the Town, by reason of equipment failure or any other reason, the Contractor shall advise the Contract Coordinator in writing within 24 hours of said inability, and further advice as to the length of said inability. The Town may then consider said inability to be a breach of this Contract, and may undertake the necessary work through its own services or those of another contractor. The Town shall have the right to deduct the cost incurred, including any administrative costs from the payments to be made to the Contractor under this contract.

20. DELETION OR MODIFICATION OF SERVICES

The Town reserves the right to add or delete any portion of this Contract at any time without cause.

21. RENEWAL OF CONTRACT

RFP shall be awarded for a one (1) year term, renewable annually with the option to renew the contract for up to FOUR (4) additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing (adjustments may be made to pricing based on the Consumer Price Index at the time of renewal) with no other deviations. Price adjustments upon renewal shall be based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from March to March of each prior and renewal year respectively, as published by the United States Department of Labor. Any renewal will be subject to appropriation of funds by the Town Council.

22. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

23. INSURANCE

The contractor shall provide at it's own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (10) ten business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies as determined by the Town of Palm Beach. The

contractor shall provide immediate verbal and written notification to the hiring department via registered, return receipt requested mail and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the contractor.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

24. BANKRUPTCY/INSOLVENCY

At the time of submittal of RFP, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntarily or involuntarily, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer and files for bankruptcy, insolvency or receivership, the Town may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

25. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and highways for the work to be done under these specifications, they shall conform to all Municipal, County, State and Federal laws and regulations as applicable.

The Contractor shall at all times so conduct their work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during the provision of all maintenance services, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the Contract Coordinator or designee.

No road or street shall be closed to the public, except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage, and irrigation functions.

26. PROTECTION OF PROPERTY

The successful Proposer shall at all times guard against damage or loss to the property of the Town of Palm Beach, adjacent property owners or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town of Palm Beach may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful Proposer or his/her agents.

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the Town.

27. SUBCONTRACTING

If the Contractor subcontracts any portion of the contract for any reason, the name and address of the subcontractor shall be included on the form contained herein with the extent of work to be performed. This information shall be submitted with RFP response and approved by the Town. The Town reserves the right to reject a proposal, of any Proposer, if the RFP names a subcontractor who has failed in the proper performance of a contract or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance

and licensing requirements set forth in the RFP documents to the Contractor, or the Contractor shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the Contractor to ensure that insurance and licenses required by this contract are in effect.

28. EMPLOYMENT REQUIREMENTS

Contractor shall be responsible for ensuring that all employees are in compliance at all times with the Terms, Conditions, and Specifications outlined in the RFP. The Contractor shall be responsible for obtaining all necessary permits, licenses and/or registration cards, I-9 Form (Employment Eligibility Verification) in compliance with all applicable federal, state and local statutes pertaining to employees and services specified. Contractor shall be responsible for any federal, state or locally mandated tax withholding associated with wages of their employees.

29. CONTRACT ALTERATIONS

Sites, partial or whole, may be added and/or deleted to this contract. Any additions to this contract shall be in writing in the form of an addendum and will be considered part of the contract thereafter with all prices, terms and conditions stated herein. Additional sites added to this contract are to obtain full service as stipulated herein.

30. CONTRACT ALTERATIONS

Sites, partial or whole, may be added and/or deleted to this contract. Any additions to this contract shall be in writing in the form of an addendum and will be considered part of the contract thereafter with all prices, terms and conditions stated herein. Additional sites added to this contract are to obtain full service as stipulated herein.

31. LICENSES AND PERMITS

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the Town of Palm Beach, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work.

32. NON-COLLUSION

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

33. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

The debris monitoring contractor shall not be the same or have a vested interest in the debris removal contract or contractor working for the Town of Palm Beach for the same emergency event.

34. DEVELOPMENT COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Qualifications. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

35. PRIORITY OF WORK AUTHORIZATION

Contractor agrees that the Town of Palm Beach will be given the first priority for the performance of the work under this contract, when the contract is activated, even if contractor has contracts/agreements with other entities.



**SPECIFICATIONS
For
DISASTER DEBRIS MONITORING SERVICES**

RFP NO. 2011-14

Part I - General

The primary objective of the RFP is to secure the services of experienced Contractors who are capable of efficiently monitoring large volumes of disaster-generated debris from a large area in a timely and cost-effective manner. The successful Proposers must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of ninety (90) days. Additionally, the Contractors may, at the sole discretion of the Town, be involved with on-going debris management/mitigation.

The work shall begin on notice to proceed and go for no longer than ninety (90) days, unless extended by the Town with ten (10) days written notice.

Contractors shall provide all necessary labor, management, supervision, equipment and any other materials necessary to perform the job as specified. A list of all equipment available to complete the services of this contract must be included with the submission of this Request for Proposals

Requirements for performing these services are as follows:

- a. The Contractor shall notify the Contract Coordinator in the event of scheduling delays, changes or comments/complaints received from the general public.
- b. Contractor's employees shall present a neat, clean, well groomed appearance and shall conduct themselves in a respectable manner while performing the duties of this RFP and while on Town Property.
- c. Upon Contract activation Contractor shall provide to the Town a list of names of Contractor and Sub Contractor employees that will be performing work in the Town.
- d. Contractor's employees shall wear uniforms at all times while on the job. Name of contractor shall be on shirts. Shirts are to be worn at all times while working in the Town of Palm Beach.
- e. Any questions regarding this operation shall be directed to the Contract Coordinator.
- f. A safety vest, meeting FDOT standards, shall be worn at all times when employee is working in roadways or right-of-ways.
- g. All vehicles shall be plainly marked with the company name.
- h. The Contractor shall have their crew supervised by a qualified supervisor. As a fully authorized agent of the Contractor, the supervisor must be capable of making on-site decisions to perform the work in accordance with the specifications contained in this RFP.
- i. The Contractor is responsible for ensuring that at least one member of each crew is able to understand and communicate in English.

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- j. If any area that the contractor services does not meet Town specifications, contractor will be required to perform the work until specifications are met at no additional cost to the Town of Palm Beach. Failure to comply with this requirement will result in contract termination.
 - k. All equipment shall be commercial grade and shall be maintained in good, safe operating conditions. The contractor shall provide enough equipment and manpower to meet the requirements of the job. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the contractor with no additional charges to the Town of Palm Beach.
 - l. Two parking permits may be issued through the Police Department; otherwise regulatory signs for parking shall be followed.
 - m. Contractor shall provide daily reports, including load tickets, for each respective area after completion of a cycle of work.— Note that sample forms attached are for reference only. Forms are subject to change and must be approved by FEMA and by the Town of Palm Beach,

PART II - Scope of Services

Introduction

The Town of Palm Beach is seeking proposals from experienced firms to perform disaster debris monitoring services immediately after a hurricane or other disaster.

The Town of Palm Beach, Florida was incorporated in 1911. It is a 16 mile long barrier island located in the eastern part of Palm Beach County. The Town serves a full-time resident population of approximately 8,400 with an estimated 10,468 additional seasonal residents.

In 2004 the Town worked two months recovering from Hurricane Francis with an estimated 111,669 cubic yards of vegetative debris and 94,660 cubic yards of mulch, vegetation and stumps. Our Debris Management Plan estimates an average Category 3 hurricane with medium vegetation cover may produce up to 527,280 cubic yards of debris. The Town provides a temporary disposal/processing site at a vacant lot located at 6th Street and North Quadrille Blvd in West Palm Beach with permanent disposal at the Skees Road and Okeechobee Blvd landfills owned by the Town. It is expected that in this type scenario that Town forces, a Debris Monitoring Contractor and a Debris Removal Contractor would be utilized for recovery operations.

Services to be provided

The Contractor must be knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will support the Town during a disaster recovery effort and shall coordinate with the disaster debris removal Contractor(s) and the Town to ensure a compliant, well managed and organized approach to debris collection and disposal within FEMA guidelines.

The Town of Palm Beach will provide:

- ❖ Vehicle certification forms
- ❖ Placards
- ❖ Load tickets

The contractor will provide:

- ❖ Fixed Site Debris Monitors
- ❖ Field Debris Monitors
- ❖ Debris Monitoring Supervision

The scope of services to be provided are contract compliance oversight and inspection and not professional engineering services.

❖ **Fixed Site Debris Monitors:**

The Contractor will provide personnel to monitor, inspect, and oversee the disposal or unloading sites by providing vehicle monitoring, verification of loads and capacity, and certifying and controlling documentation at the designated fixed site(s). Monitors shall be trained and capable of identifying various types of waste and able to direct waste to designated locations in the site. Fixed Site Debris Monitoring Services will include:

- Complete and physically control load tickets at the site. The Town will provide the blank load tickets. Load tickets will be collected, compiled daily, and provided to the Town representative daily.
- Initial each load ticket before permitting truck to proceed from the check-in area to the disposal area. When the monitor signs or initials the load ticket he/she is certifying the document is complete and correct to the best of their knowledge.
- Ensure only authorized vehicles utilize the disposal site and that trucks are accurately credited for their loads.
- Monitor for hand-loaded trucks and record the load capacity per FEMA Policy 9523.12.
- Ensure that trucks are not artificially loaded to maximize reimbursement.
- Ensure that only authorized debris is disposed.
- Ensure that all debris is removed from trucks at the fixed disposal site.
- Ensure work at the site stops immediately in an area where human remains or potential archeological deposits are discovered in a load.
- Ensure that hazardous waste is not mixed in with loads.
- Issue manifest load tickets at loading site for each load
- Monitor and record all loads, by material type and cubic yards, that may be transferred from the fixed site to another landfill.
- Remain in contact with debris management/dispatch center or supervisor and report any discrepancies.
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated Town personnel.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

❖ **Field Debris Monitors**

The Contractor will perform roving, street-level work zone inspections in areas of debris cleanup and collection. Field Monitors will be equipped with communications, a digital camera, GPS, load tickets and activity logs. The Field Debris Monitor Services will include:

- Obtain pictures of the zones prior to debris removal and pictures after debris removal for confirmation of work performed by the debris removal contractor and Town forces. Pictures will be date and times stamped and categorized by locations for easy filing and identifications for inclusion with FHWA and FEMA reporting.
- Obtain pictures, GPS coordinates and measurements of stumps eligible for removal under FEMA guidelines (Policy 9523.11). Stumps exceeding 24" require FEMA approval and completion of the Hazardous Stump Worksheet. A load ticket is required for each qualifying stump to include a photo and GPS coordinates.
- Report issues such as safety concerns, contractor non-compliance or equipment use direct to the Field Supervisor or Operations Manager.
- Sign all drivers load tickets validating they are accurate and they identify the street/zone or location and type of debris loaded prior to the driver hauling the load to the fixed disposal site.
- Ensure that trucks are not artificially loaded, e.g. debris is wetted or fluffed.
- Validate hazardous trees, hangers and leaners. Take photographs, record locations, GPS, and notify the Supervisor. Hazardous trees are those 6" dia or larger measured 4.5' above the ground and broken limbs larger than 2" dia. at the point of break that are determined a public safety hazard.
- Ensure that hazardous wastes are not mixed in loads.
- Report if improper equipment is mobilized and used.
- Ensure that only debris specified and approved is collected.
- Ensure work at the site stops immediately in an area where human remains or potential archeological deposits are discovered and the Supervisor and Town representative are immediately notified.

❖ **Supervisor:**

Consultant will provide a trained and experienced supervisor to oversee debris monitoring activities in the field and at the fixed disposal site. Services will include:

- Oversight and Supervision of Monitor activities
- Scheduling of Monitoring resources and deployment timing
- Communication and coordination with Town personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning

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- Remain in contact with debris management/dispatch center or designated Town Representative.
 - Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
 - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the Town's debris removal contractor.
 - Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the Town of Palm Beach's debris removal contractor and/or Town forces.
 - Report if general public safety standards are not followed.
 - Report if completion schedules are not on target.
 - Document and maintain records of labor and equipment usage for the contractor's Debris Monitoring services. These reports will be provided to the Town Representative daily for verification of costs and submitting to FHWA and FEMA for reimbursements.

Deployment

The Contractor must be prepared to effect placement of field monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet FEMA monitoring requirements, the Contractor shall be prepared to increase the number of monitors for the Town to use as needed.

It is anticipated that a Notice to Proceed is to be issued 24 to 72 hours before projected land fall of a hurricane.

PART III – Instructions for Preparing Proposals and Special Conditions

3-1 INSTRUCTIONS

A. PROPOSAL CONTENTS

A Proposal submitted to the TOWN must consist of the following items:

1. Letter of Transmittal - This letter will summarize in a brief and concise manner the Proposer's understanding of the scope of work. It must name all persons or entities interested in the proposal as Principals. The letter must declare that the Proposal is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP. It must name all the persons authorized to make representation for the Proposer, including titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign this letter indicating the agent's title or Town Acknowledgment of the receipt of any addenda issued should be noted.
2. The Proposer's Background and Experience - rather than a generalized listing of officers or key personnel of the Proposer, this list should detail which specific personnel from Proposer would respond given the Proposer's conflicting contracts with any other governmental entities within an 80 mile radius as it is predicted that a wide scale disaster will affect other local communities as well (which conflicting list shall be included with any submission).

3. The Proposer's General Operations Plan, which should try and include specifics as to how the Proposer intends to specifically meet the needs of the Town. Further, as the Town is specifically interested in how the Proposer would deal with the Town, the Proposer shall detail response times with specific personnel and equipment beginning with zero hour being that point at which sustained winds drop below 40 mph during daylight hours (that wind standard being the operational standard for emergency services as well.). Given the Town's level of service requirements, particular attention to the first 12-24 hours, with 24 hour intervals after detailed as to the Proposer's ability to respond. The Proposer should also include detailed information pertaining to their ability to electronically accumulate load ticket data and produce reports.

4. Each Proposal must be accompanied by a Proposal bond in the sum of \$6,250.00. Unsuccessful Proposers' bonds will be returned upon execution of a contract with the successful Proposers. The successful Proposer's proposal bond will be returned upon receipt and acceptance of a \$125,000.00. Performance and Payment Bond. The successful proposers (Contractors) shall maintain the Proposal Bond in effect until the first Task Order is issued and the Performance and Payment Bond is executed and accepted by the Town. Under no circumstances shall the successful proposer start work until he/she has supplied an acceptable Performance and Payment Bond. If the successful proposer fails to supply a Performance and Payment Bond, as specified in the Proposal, the Town shall be entitled to retain the Proposal Bond to rectify the proposer's unacceptable performance. Pending successful annual Contractor recertification, the Proposal Bond shall be in effect for the entire term of the contract except for the times when a Performance and Payment Bond are in effect.

5. Cost Proposal pages - completed and signed

6. Proposer's Qualifications Form – completed and signed

7. Certification Regarding Debarment – completed and signed

8. Drug Free Workplace Form - completed and signed, if applicable.

9. List of Proposed Sub Contractors – completed and signed

10. List of Current and Pertinent Professional References – completed

11. Evidence of insurance meeting the required limits set in this Proposal

12. Financial Statement.

13. W-9 Form (Taxpayer Identification Number and Certification)

14. Copy of Occupational License and any other license required to perform this service

Failure to submit any of the above items may subject the Proposal to being judged non-responsive by the TOWN.

B. PROPOSER'S BACKGROUND AND EXPERIENCE

Proposer shall provide with this Proposal the following information in a concise format that readily identifies the item of information requested.

1. Name of firm or individual and the Federal Employer ID Number
2. Permanent main office address, telephone number and fax number
3. When organized
4. If it is a Certified Small Business, the nature of that classification

-
5. If a corporation, where incorporated
 6. How many years the firm has been engaged in business under the present name
 7. General types of work performed by the firm
 8. Contracts currently on hand for disaster debris removal, especially with other governmental entities. In addition, any other types of contracts that could materially affect Proposer's availability
 9. The following questions and the firm's answers:
 - a. Have you ever failed to complete any work awarded to you? If so, explain.
 - b. Have you ever defaulted on a contract? If so, explain.
 - c. Will you submit updated resumes for all key personnel who might be assigned to this project if you are selected for the work?
 - d. Will you, upon request, furnish documentation to support the information in your response to the RFP?

- a. Description of Proposer's overall experience performing large-scale monitoring of disaster recovery operations. The Proposer must identify disaster recovery monitoring projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes. Description needs to include any experience in dealing with FEMA, especially regarding disaster reimbursements. Top consideration will be given to firms with recent FEMA disaster experience.
- b. Description of Proposer's experience during the last five (5) years performing large scale monitoring of construction, land/debris clearing or other work similar to that required by this project. The Proposer must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone number of the customer's point of contact for reference purposes.
- c. Description of Proposer's most recent experience in monitoring large workforces under routine and emergency conditions.
- d. If the Proposer intends to use subcontractors to assist in the work, the Proposer must also identify similar work successfully completed by the subcontractors.

C. PROPOSER'S GENERAL OPERATIONS PLAN

Proposer shall provide with this Proposal a detailed description of the services that the Proposer would perform after a disaster occurs. The description must, at a minimum, include the following:

- a. A description of the method and manner of monitoring of debris removal and lawful disposal that will be employed for disaster-generated debris. That plan should demonstrate how the Proposer will satisfy the requirements of this Proposal.
 1. A detailed description of the general sequence of monitoring of debris removal operations to be performed and how any specifics might relate to the Town itself.
 2. A detailed description of the resources (workforce and equipment) to be employed along with the sources of those resources, i.e. a list of subcontractors with whom the submitter has agreements for post-disaster support.
- b. A description of the type of subcontracts to be utilized in performing these services.
- c. A summary of the Proposer's personnel that will be dedicated to the contract. The summary must include the names of management employees that will be assigned to this contract as opposed to other governmental contract commitments, recognizing there may well be a wide area impacted by any large event or events as occurred in 2004.

D. PRICE PROPOSAL FORM

The assumptions and formulas used in the Price Proposal Form were devised solely for the purposes of determining a Grand Total. No minimum or maximum amount of work is being promised. However, the Unit Prices of the Price Proposal Form will be incorporated as appropriate into the contract(s) resulting from this Proposal.

All rates shall include the cost of the monitors, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel.

The Town reserves the right to request: additional pricing, explanations for any out-of-balance pricing, explanations for any pricing it deems too low or too high, and to negotiate a best and final price with the finalist(s).

PART IV – Evaluation of Proposals

1. EVALUATION AND AWARD

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal and/or proposals which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. A sample Evaluation Criteria Form has been attached to this document for reference.

2. SELECTION COMMITTEE - A Selection Committee will convene, review and discuss all proposals submitted. The Purchasing Agent will chair the committee.

3. REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4. EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The evaluation criteria will be based on Proposals and Experience of Firm/Past Performance, Experience/Ability of Personnel, Workload and Scheduling, Financial Status Information, Disputes, Litigation and Resolution and Other Issues. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary.

5. SELECTION - Selection of Proposer and award of contract shall be done in accordance with the Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the services required. The Town will negotiate compensation and contract with the top ranked firm, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the companies, a thorough review of all references provided based upon criteria set forth herein.

8. ORAL PRESENTATIONS/INTERVIEWS - The TOWN may request oral presentations from short listed firms. If requested by the TOWN, selected Proposers shall present an oral overview of their approach to perform this particular project, and their ability to meet the TOWN's required project needs.

The oral presentation will be limited to fifteen (15) minutes after which a question and answer period not exceeding twenty (20) minutes pertaining to specifics will commence.

9. FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked Proposer (with all Proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreements. The Town's decision will be final. Upon Council authorization, contract negotiations will be initiated with the firm. Upon successful contract negotiation with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

**DISASTER DEBRIS MONITORING SERVICES
RFP NO. 2011-14
COST PROPOSAL**

Item	Description	Estimated Requirements	Estimated Hours	Hourly Rate	Total
1	Fixed Site Debris Monitors	2	960	\$	\$
2	Field Debris Monitors	4	1920	\$	\$
3	Supervisor	1	480	\$	\$
	Project Total				\$

NOTES:

- Number of Personnel Required is an estimate.
Actual requirements may be more or less than listed.
- Hourly rate shall include:
Labor rate, vehicle rate, fuel costs, hotel rooms, meal allowances, electronics, communications, administration, overhead and other associated costs necessary to carry out the tasks.
- Number of hours is estimated.
Estimate based upon sixty (60) days used for debris removal during hurricane Frances at eight (8) hours per day. The duration and daily hours may be more or less for any event in which this contract may be activated.

BIDDER INFORMATION AND CERTIFICATION

The undersigned Bidder certifies that this RFP package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this RFP.

COMPANY NAME:			
STREET ADDRESS:			
CITY, STATE, ZIP CODE:			
*AUTHORIZED SIGNATURE:			
TYPED NAME & TITLE			
TELEPHONE NO:	FAX NO:	FEDERAL ID#:	

***Failure to affix signature will result in disqualification of proposal.**

PLEASE FILL OUT THE FOLLOWING QUESTIONNAIRE

a. Have you ever failed to complete any work awarded to you? If so, explain.

b. Have you ever defaulted on a contract? If so, explain.

c. Will you submit updated resumes for all key personnel who might be assigned to this project if you are selected for the work?

d. Will you, upon request, furnish documentation to support the information in your response to the RFP?

PROPOSERS CHECKLIST

All blanks on the proposal forms must be completed. Supplemental information may be attached to the RFP. Failure to submit the required documents may result in your RFP being considered non responsive.

Are all Proposal pages signed?	Yes	No
Is Proposers Qualification form completed and submitted?	Yes	No
Vendor Service Representative Information submitted?	Yes	No
Are addendum (if any issued) submitted?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Proposed Sub-Contractors submitted, if any?	Yes	No
Is Certification Regarding Debarment submitted?	Yes	No
Are copies of Occupational License and any other license required submitted?	Yes	No
Is Financial Statement submitted?	Yes	No
Is Evidence of Insurance meeting the required limits submitted?	Yes	No
Is Bid Bond submitted?	Yes	No
Is W-9 Form submitted?	Yes	No

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Name of Proposer's Contact Person: _____

Address: _____

Phone Number: _____ Fax Number: _____



**RFP NO. 2011-14
DISASTER DEBRIS MONITORING SERVICES**

PROPOSER'S QUALIFICATIONS

The Vendor, as a result of this RFP proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. Each Proposer MUST complete the following information and submit with his/her RFP in order for the RFP to be considered:

- (1) Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

- (2) Check One: Corporation () Partnership () Individual ()

- (3) If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

- (4) If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

- (5) Name and Title of Principal Officers Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

- (6) The Vendor's length of time in business: _____ years

- (7) The Vendor's length of time (continuous) in business as a service organization in Florida:

_____ years

- (8) All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

- (9) A copy of County and/or Municipal Occupational License(s) held by Vendor

Note: Information requested herein and submitted by the Proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFP NO. 2011-14

DISASTER DEBRIS MONITORING SERVICES

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

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, **TOWN OF PALM BEACH**, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date



DISASTER DEBRIS MONITORING SERVICES

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more RFPs/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a RFP/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under RFP, the employee will agree by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



TOWN OF PALM BEACH
RFP No. 2010-14
DISASTER DEBRIS MONITORING SERVICES

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The Proposer is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____

TOWN OF PALM BEACH

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE
RFP No. 2011-14
DISASTER DEBRIS MONITORING SERVICES

The following is a list of at least **FIVE** (5) current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes No		
2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes No		
3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes No		
4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes No		
5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes No		

Company Name: _____

RFP No 2011-14
DISASTER DEBRIS MONITORING SERVICES

EVALUATION CRITERIA

Criteria	Weight
<u>Experience of Firm / Past Performance</u> • Company Credentials • Current Contracts • Completed Commercial and/or Governmental Contracts • Experience in similar jobs • Understanding of the Town's needs • Successful use of innovative ideas	25%
<u>Experience/Ability of Personnel</u> • Organizational Chart • Management's Credentials • Personnel Credentials • High quality level of services to be provided to Town	25%
<u>Workload and Scheduling</u> • Over-all workload of the company • Schedule will accommodate this contract • Meeting the Town's requirements	10%
<u>Disputes, Litigation and Resolution</u> • Present and future litigation or disputes • License Sanctions • Lost Accounts and/or Cancelled Accounts • Contract Denial	10%
<u>Cost Proposal</u>	25%
<u>Other</u> • Overall completeness, clarity and quality of proposal • Accessibility of firm • Insurance	5%

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 USC 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee

facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without

regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or

cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall

not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, ~~social security number, and address~~ of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing

benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available,

the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. ~~RECORD OF MATERIALS, SUPPLIES, AND LABOR~~

~~1. On all Federal aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:~~

~~a. Become familiar with the list of specific materials and supplies contained in Form FHWA 47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.~~

~~b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of these specific materials and supplies listed on Form FHWA 47, and in the units shown on Form FHWA 47.~~

~~c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA 47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.~~

~~2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.~~

Discontinued per FHWA memo dated May 22, 2007

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be

purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more

places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON
FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

**X. IMPLEMENTATION OF CLEAN AIR ACT AND
FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this

Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification – Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion—Primary
Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier
Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49CFR29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated

may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion-Lower Tier Covered
Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XII. CERTIFICATION REGARDING USE OF CONTRACT
FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT

EXAMPLE DAILY HAUL RECORD

CONTRACT NO. _____

DAILY REPORT					
CONTRACTOR: CONTRACT NO:				DATE OF REPORT:	
Truck No.	Location of Work	Local Collection Site Trips	Landfill Trips	Cubic Yard Totals	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

		DAILY TOTALS			
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ATTACHMENT

DAILY HAUL RECORD

CONTRACT NO. _____

Date	Ticket #	Time	Truck #	Capacity	% Load	Actual Capacity	Eligible (Y/N)	Comments

ATTACHMENT SAMPLE LOAD TICKET

LOAD TICKET		
TICKET NUMBER:		
CONTRACT NUMBER		
CONTRACTOR		
DATE:		
DEBRIS QUANTITY		
Truck No:	Capacity (CY):	
Load Size (CY):	Tons:	
Truck Driver:		
DEBRIS CLASSIFICATION		
	Burnable	
	Non-Burnable	
	Mixed	
	Other	
LOCATION		
Section/Area:	Dumpsite	
	Time	Inspector
Loading		
Dumping		
Eligibility (Y/N):	Original: [County] [City] [State] Yellow: Contractor Pink: Driver	

ATTACHMENT
SAMPLE TRUCK PLACARD

Company Name

Truck Number

Cubic Yards

Inspected by and Date

Hazardous Stump Worksheet

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative: _____

Signature: _____

State Representative: _____

Signature: _____

	Physical Location (i.e., Street address, road cross streets, etc.)	Describe Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (Decimal Degrees)	Tree Size (Dia.)	Eligible		Fill CY	Comments
			Yes	No			Yes (Green)	No (Red)		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										

Stump Conversion Table
Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6