



**THE CITY OF EDGEWOOD
REQUEST FOR PROPOSALS
for
RFP #2025-CH-01
EMERGENCY DEBRIS REMOVAL SERVICES**

**Date Issued: May 9, 2025
All Questions/Inquiries Due: June 2, 2025
Proposals Due: June 9, 2025, at 11:00 a.m.
Open: June 9, 2025 at 11:30 a.m.
Pre-Bid Conference: None**

NO QUESTIONS WILL BE ACCEPTED AFTER 4:00 PM, (ET) June 2, 2025, all questions must be submitted in writing to SRiffle@edgewood-fl.gov and received by stated time.

Proposals must be submitted electronically through DemandStar by the date and time stated above. Submittals must include Request for Proposal and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered.

Please note the following instructions when submitting proposals via DemandStar:
All proposals must be submitted as an 8 ½-inch by 11-inch document, neatly typed with one-inch margins and single-line spacing.

Proposal Documents may be found via the City of Edgewood website (www.edgewood-fl.gov) under Procurement, via City Hall (www.edgewood-fl.gov/cityhall/page/procurement), and via DemandStar, which provides bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document. The City of Edgewood reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

TABLE OF CONTENTS

SECTION I	Special Terms and Conditions	Page 3
SECTION II	Scope of Services	Page 16
SECTION III	General Terms and Conditions	Page 21
SECTION IV	Pricing/Certification/Signatures	Page 29
SECTION V	Attachments	Page 32

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the City of Edgewood Administration Offices thirty (30) calendar days after the due date or as otherwise allowed under Florida Statutes. When countersigned by an authorized City representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified in this solicitation.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

VENDOR IDENTIFICATION

Company Name: _____ **Phone:** _____

Email Address: _____

Contact Person: _____

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

SECTION 1 – SPECIAL TERMS AND CONDITIONS

Section 1.1: Purpose

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in the City of Edgewood, Florida in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters. The City of Edgewood is seeking proposals from highly qualified vendors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendor must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

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

Contracts must meet rules for all Federal grants, including but not limited to as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 or most current version, in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. This RFP is specifically for Emergency Debris Removal Services. Vendor shall not include proposals that include Debris Monitoring Services. One or more vendors may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each vendor proposes. Contracts issued resulting from this RFP will only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

SDE/MBE Participation – Please note the City encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation should be directed in writing [fax and e-mail accepted] to the below named individual who will be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than seven (7) working days before the proposal due date.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Sandra Riffle, City Clerk
405 Bagshaw Way
Edgewood, FL 32809
E-mail: sriffle@edgewood-fl.gov
407-851-7361 - fax

No answers given in response to questions submitted will be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Edgewood.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the City. Proposals will be evaluated based upon the following criteria, which are listed in order of descending importance:

1. Qualifications, experience, and quality of similar work that has been provided for other public sector clients/customers.
2. Cost Proposal/Unit Rates
3. Qualifications of proposed personnel
4. Proposed materials and plans to accomplish task
5. Reports from direct and indirect references
6. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.

Technical evaluation will be assessed based on the proposal's ability to convey a sound technical approach and overall understanding of the requirements of the work; where strengths outweigh weaknesses. Past performance will be evaluated based on performance risk (relevancy and confidence). To be considered technically acceptable, the vendor must evidence:

1. experience managing hurricane debris projects for at least five government entities involving a minimum of 50,000 cubic yards of debris for each client in the past 5 years;
2. documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes;
3. experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting;
4. the ability to provide an Automated Debris Management System (ADMS) to capture debris removal and disposal efforts; and
5. the ability to deploy debris removal equipment within 48 hours from notice to proceed. When additional debris personnel are needed to meet requirements of the contract, Respondent shall increase the number of debris personnel as needed.

The technical evaluation report will state specific evaluation comments for each proposal. The evaluation process may include discussions with one or more vendors as may be needed to determine technical acceptability on the part of any responding vendor. The price proposals from

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

the vendors determined to be technically acceptable shall be opened after completion. Proposed costs shall be reviewed for reasonableness, realism and affordability. The city reserves the right to reject any proposal based on the pricing review. Award will be recommended to the remaining firm having the lowest overall pricing. The city reserves the right to request a best and final offer if such action is determined to be appropriate, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Initial Term of Contract (Three Years)

This contract shall commence on the first calendar day of the month following approval of the contract by the City Council unless otherwise stipulated in the Notice of Award Letter distributed by the City and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be for a three year period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The city shall have the option to renew this contract for two (2) additional one (1) year periods. Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the City's intent to renew. At that time, the City may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The City reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Section 1.7: Method of Payment - Periodic Invoices for Completed Work Products

The vendor shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the City user department(s) that requested the service through a

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

purchase order. The invoices shall be itemized and reflect the type of service provided to the City in the prior month.

All invoices shall contain the contract and/or RFP solicitation number (19-0001), the date and location of delivery or service provided, and any other information needed to enable formal acceptance of the services and authorization for payment by the City. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance (Purchases Over \$25,000)

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the City.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, must be furnished by the vendor to the City Clerk within five (5) working days of such request and must be received and accepted by the City prior to contract execution and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the City, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the City, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificates of insurance to the City at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, must insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the City responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and specialty insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

City of Edgewood, a Political Subdivision of the State of Florida, and the City of Edgewood Commissioners, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the City of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the vendor will be required to provide a copy of all policy endorsements, reflecting the required coverage, with City of Edgewood listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. ***(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).***

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate holder must be:

**CITY OF EDGEWOOD, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
405 BAGSHAW WAY
EDGEWOOD, FLORIDA 32809**

Certificates of insurance must evidence a waiver of subrogation in favor of the City, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the City.

The vendor will be responsible for subcontractors and their insurance. Subcontractors must

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the City. At the option of the City, the insurer must reduce or eliminate such self-insured retentions, or the vendor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The City will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the vendor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the City of any insurance supplied by the vendor or subcontractors, nor a failure to disapprove that insurance, will relieve the vendor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work

The City of Edgewood will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract when required. **The Notice to Proceed** will be sent via email and followed by regular mail. Under no circumstances will the City of Edgewood be liable for any services rendered unless the written Notice to Proceed has been sent and received by the vendor. The vendor must acknowledge receipt of the written Notice to Proceed.

Upon Notice to Proceed and mobilization, the vendor shall provide the City of Edgewood with a reasonable estimated timeframe and equipment to be used in which the work will be completed. The City of Edgewood will use the vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the City of Edgewood's discretion. All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the vendors, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the City of Edgewood of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the City of Edgewood.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Should the vendor to whom the contract is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the City of Edgewood reserves the authority to collect penalties or cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the City of Edgewood exercises this authority, the City of Edgewood will be responsible for reimbursing the vendor for work which was completed and found acceptable to the City of Edgewood in accordance with the contract specifications. The City of Edgewood may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City of Edgewood as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the City of Edgewood may terminate the contract for default.

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation will not be deemed complete, until accepted by the City of Edgewood and must be in compliance with the terms in this RFP, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the City of Edgewood reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Liquidated Damages

In the event of a breach of contract by the vendor the following conditions shall apply as predetermined damages for monetary compensation:

The vendor will pay to the City of Edgewood, the sum of \$500 (Five Hundred Dollars) for each day and every day thereafter, continuing until satisfactory performance has been attained or until contract cancellation, when the City of Edgewood City Council determines that the vendor has failed to provide all labor and equipment resources in accordance with the Contract. The City of Edgewood City Clerk, or designee, shall notify the vendor's Project Manager to advise of the vendor's contract breach and of commencement time of liquidated damages accrual. The City of Edgewood may deduct any liquidated damages due from the vendor from any amounts otherwise due to the vendor under the Contract.

The vendor shall, in addition to compensating the City of Edgewood \$500 per day as described above, reimburse the City of Edgewood for all costs for labor and equipment to obtain and mobilize secondary contracted resources or City of Edgewood resources to perform the necessary work according to the Contract.

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Proposals must be submitted electronically via DemandStar by the date and time stated above. Submittals must include Request for Proposal and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

due date and time specified will not be considered. The City is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the City.

Section 1.13.2: Completion Requirements for Request for Proposal (RFP)

Please note the following instructions when submitting proposals via DemandStar. The vendor's proposal will consist of two sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's Price Proposal. Each proposal section will be prepared in accordance with the following information and directions.

A. Proposal Guidelines

To facilitate analysis of its proposal, the vendor shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the City's sole discretion, be rejected.

- **Page Size and Format:** All electronically submitted proposals must be submitted as an 8 ½-inch by 11-inch document, neatly typed with one-inch margins and single-line spacing. Pages must be numbered sequentially by section.
- **Legible tables, charts, graphs and figures** must be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays must be uncomplicated, legible and must not exceed a document size of eleven (11) by seventeen (17) inches

B. Proposal Sections and Content:

Proposals must be organized into the following major sections.

1. TECHNICAL PROPOSAL:

The following items shall be submitted as the **Technical Proposal**:

Section A. Cover (page 1 of RFP document) with bottom information completed as requested.

Section B. Statement of Interest – to be submitted on the firm's letterhead and include the following:

1. Concisely state the firm's understanding of the services required by the City.
2. Include additional relevant information not requested elsewhere in the RFP.
3. Have you ever been terminated for performance or any other issues? If so, please describe the issues and the resulting actions.
4. Number of years the firm has been in business
5. Signature on the Statement of Interest shall be that of a person authorized to represent and bind the firm.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Section C. Certification pages (Section 4 of RFP document) completed and signed in blue ink as directed.

Section D. Vendor Profile Form (Attachment 1). Include a copy of the firm's license to practice business in the state of Florida.

Section E. Employee List Form (Attachment 2). Include copies of each person's current state of Florida Board of Professional Regulation License. Resumes may also be attached.

Disclosure of Subcontractors Form (Attachment 3)

Equipment List Form (Attachment 4)

Section F. References Form (Attachment 5). Examples should best illustrate current qualifications relevant to this type of contract/project.

Section G. Federal Forms. Complete and include all forms included in Attachments 7 through 10 of this RFP.

Section H. Addenda. Acknowledge all addenda issued by submittal of signed acknowledgement pages of each addendum.

Section I. Proof of Insurance. Submit either a certificate of insurance, or evidence of insurability, that is in accordance with the requirements stated in Section 1.8.

Section J. Litigation. Provide information on the nature, magnitude, and outcome of any litigation proceedings for the previous three (3) years where a court or administrative agency has ruled for or against you or your organization.

Section K. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the requested services at the level required by the City. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the City about the financial qualifications, fitness and stability of the proposer.

2. PRICE PROPOSAL:

The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in a separate section clearly labeled **Price Proposal**. The Price Proposal shall be submitted on the form supplied as Attachment 1 and shall be submitted at the same time as the Technical Proposal.

Section 1.14: Accident Prevention and Barricades

Precautions must be exercised at all times for the protection of persons and property. All vendors performing services under the contract must conform to all relevant Federal, State and City of Edgewood regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements will be borne solely by the responsible vendor. Barricades must be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City of Edgewood Project Manager.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Section 1.15: Administrative Reports

Consistent with the administrative needs of the City of Edgewood, certain relevant data regarding services provided under the contract must be gathered and maintained. Accordingly, each vendor under the contract must provide reports on a monthly basis with each invoice submitted to the City of Edgewood. Each report must include the quantity, description and unit prices of the debris services performed.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a City of Edgewood solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State qualifying the person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by subcontractors or vendors hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the subcontractors/hired vendors must be submitted with the prime/responding vendor's offer; provided, however, that the City of Edgewood may at its option and in its best interest allow the prime/responding vendor to supply the subcontractors/hired vendors certificate/license to the City of Edgewood during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in this solicitation. Damages, penalties, or fines imposed on the City of Edgewood or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the vendor.

Section 1.17: Competency of Vendors and Associated Subcontractors

The City of Edgewood may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions stated in this solicitation. In the event that the vendor intends to subcontract any part of its work to another vendor, or will obtain the goods specifically offered under the contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The City of Edgewood reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The City of Edgewood may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding under this solicitation, including past performance with the City of Edgewood, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.18: Compliance with Federal Standards

All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: E-Verify

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the vendor during the term of the contract.

The vendor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this solicitation an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the subcontract.

Section 1.20: Key Contractor Personnel

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the City of Edgewood, barring illness, accident, or other unforeseeable events of a similar nature in which case the vendor must be able to promptly provide a qualified replacement. In the event the vendor wishes to substitute personnel, the vendor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written City approval. In the event the requested substitute person is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

Section 1.21: Labor, Materials, and Equipment Shall be supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the City of Edgewood's Project Manager.

Section 1.22: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, will be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification must be made upon the basis of the contract.

Section 1.23: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the City of Edgewood has an interest must be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor will be held responsible for repairing or replacing property to the satisfaction of the City of Edgewood which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

these requirements, the City of Edgewood reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the City of Edgewood's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the City of Edgewood. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the City of Edgewood, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the City of Edgewood harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the contract. The vendor shall pay all claims and losses of any nature whatsoever in connection with the contract, and shall defend all suits, in the name of the City of Edgewood when applicable, and shall pay all costs and judgments which may issue.

Section 1.25: Special Notice to Vendors Regarding Federal and State Requirements

This purchase action is being supported in whole or in part by Federal and State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and state requirements. All such clauses must be considered and treated as "flow-down" clauses that must be considered applicable to any prime contract and any subcontract associated with performance under the contract resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels.

Section 1.26: Public Records/Copyrights

All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the City of Edgewood will be the property of the City of Edgewood and will be turned over to the City of Edgewood upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City of Edgewood are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than seven (7) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation will belong to the author. The author and the vendor must expressly assign to the City of Edgewood nonexclusive, royalty free rights to use any and all information provided by the vendor in any deliverable or report for the City of Edgewood's use which may include publishing in City of Edgewood

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

documents and distribution as the City of Edgewood deems to be in the City of Edgewood's best interests. If anything included in any deliverable limits the rights of the City of Edgewood to use the information, the deliverable will be considered defective and not acceptable and the vendor will not be eligible for any compensation.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

SECTION II – STATEMENT OF WORK

Section 2.1: Scope of Services

GENERAL

1. License/Certification: Bidder must list on the Price Sheet their current occupational license (business tax receipt) for the municipality in which they are registered, professional license, and any other authorizations inclusive of the Federal Emergency Management Agency (FEMA) certifications necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. The lowest, most responsive bidder(s) shall submit copies of all licenses/certifications listed within five (5) business days' notice.
2. Pre-Event Coordination Meeting: The Successful Contractor(s) may be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.
3. Maintenance of Traffic: Contractor will be responsible for all traffic control per FDOT specifications. If any work that requires M.O.T. is done on City owned roadways, a M.O.T. certified employee will be required on site.
4. Compliance: When appropriate, the Contractor(s) shall comply with the most current revision of A.N.S.I. Z-133.1 and A300, Standard for Tree Care Operations for pruning, trimming, and removal of trees.
5. Communication: The Contractor(s) staff working on site shall be equipped with a cell phone or smart phone; cell phone and smart phone numbers must be kept up to date and any changes must be IMMEDIATELY communicated to the City Public Works Department for distribution to City departments. The Contractor(s) owner/authorized representative must be equipped with the technology capable of receiving email outside of the office.
6. Hourly Rates: For the purpose of the Qualification, and all hourly rates for cutting and removal services shall be based on a minimum THREE (3) person crew and shall be PER CREW HOUR. If Contractor chooses to provide additional staff to their crew, the rate SHALL NOT change.
 - a. In the case of hourly rates, time starts when the Contractor arrives and begins working at the site; City of Windermere will not pay ANY travel charges, including fuel surcharges, during the course of this agreement.
7. Work Hours: The Contractor(s) shall conduct those debris removal operations that generate noise levels above that normally associated with the routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.
8. Response Time: The Contractor(s) will be required to respond within two (2) hours of a

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

City declared event. The Contractor shall be able to provide at least three separate three- man crews with cutting and clearing equipment able to respond to at least three separate locations at the same time in the City. Anticipated needs will be for rights of way "cut and toss" cutting and clearing services, and possible loading and hauling services.

- a. The Contractor(s) shall prioritize work as "first priority" for the City above all other jobs.
 - b. If the primary Contractor cannot meet the above time frames, or if the event warrants additional resources to fulfill the City's needs, the secondary Contractor will be contacted. Repeated failure to meet the time frames as listed may result in the contract termination.
9. Site Clean Up: The Awarded Contractor shall clean up the site to include removal and disposal of all debris at the end of each day's operation unless otherwise approved by the City. Contractor shall remove sawdust, small twigs, chips, leaves, trunks, and limbs from the street, parking lot, and sidewalks. All sites are to be restored to equal or better pre-work condition prior to the storm event. Contractor is responsible for the Solid Waste disposal fees or other governmental/municipal fees.
10. Invoice Requirements: Invoices must include sufficient documentation (e.g. equipment used, hours worked, work location with street address and/or GPS coordinates, equipment number, cubic yards) to support the payment requested by the Contractor. All documentation necessary for the processing reimbursement by the federal reimbursement agencies such as the Federal Emergency Management Agency (FEMA), Federal Highway Administration Emergency Relief (FHWA-ER), and the National Resource Conservation Service (NRCS), is to be supplied with each invoice or payment will be withheld until receipt of said documentation. The Contractor shall comply with any invoicing or reporting requirements specified by FEMA or any other federal or state reimbursing agency. The Contractor shall invoice the City separately for debris removal costs associated with the various reimbursing agencies. Invoices will be submitted in electronic format and hard copy. All payment provisions will be based on unit prices with the exception of work as specified as "cut and toss" cutting and clearing of the public rights of way. Contractor will not be paid for the removal, transportation, storage, reduction, and/or disposal of any material, vegetation and construction as may be determined by the City and/or government as ineligible debris and/or not legitimate.
11. Reports: Contractor shall supply and submit periodic written reports to the City as requested or required, detailing the progress of the debris removal and disposal. These reports may include, but not limited to:
 - a. Daily Reports - Daily reports shall detail the locations where passes for the debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of the personnel crews engaged in the debris management operations, and the hours of equipment in operation. The reports will be segregated by the debris removal work associated with the responsible reimbursing agency, e.g. FEMA, FHWA, NRCS. Contractor shall also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as maybe required to completely describe the daily conduct

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

- of Contractor's operation. Contractor shall also maintain hazardous waste reports.
- b. Debris Reporting Tickets - The Contractor shall provide serialized debris reporting tickets for each load of debris. These tickets shall be used as the basis of any electronic generated billing and/or reports. Each debris reporting ticket shall contain all of the following, or no payment will be issued for that ticket.
- Loading location with an exact street address or GPS coordinates
 - Percentage estimate of the debris load
 - Truck number and certified capacity
 - Driver name
 - Contractor and subcontractor
 - Date
 - Time of departure from loading location
 - Time of arrival at the disposal site (temporary if utilized and final)
 - Type of debris
 - Pass classification
- c. The time of departure and time of arrival must be on the same day. No payment will be issued for pre-loading of debris. No altered ticket will be acceptable for payment. All debris removal tickets shall be provided in an electronic database on a searchable format along with hard copies.
- d. Role and Responsibility of Debris Monitoring Consultant - The City may employ the services of a debris monitoring consultant to provide oversight of the Contractor's operations. In this capacity, the consultant acts as the City's agent and has the authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

SCOPE OF WORK

Solicitation of Qualified firms to provide for the removal of all debris and disposal management services in accordance with all applicable federal, state and local laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager or their agent. Work shall include the clearing and removing of any and all eligible debris as the most currently defined (at the time of the event) by the Public Assistance grant program guidelines of the Federal Emergency Management Agency (FEMA). Eligible also includes meeting any changes on definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this RFP. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved temporary Debris Management Site(s) (DMS) or Contractor owned, leased or managed permitted Final Disposal/Destination Site. Debris not defined as eligible by FEMA will not be loaded, hauled, dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Public Works Director or agent designee. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

debris which is the result of the event under which the Contractor and the City have contracted under this RFP, unless otherwise directed by the City Public Works Director or agent designee, in writing.

This includes, but not limited to:

a) Emergency Road Clearing

At the request of the City, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from the City roadways, as known as "Cut and Toss" to make them passable immediately following the declared disaster event. All roadways designated by the City Debris Manager or agent designee shall be clear and passable within 60 working hours of from the time of the event has reached winds less than 40 MPH. The City may wish to extend the Contractors' 60-hour limit through a written request. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas/roads worked. Services performed under this Contract element will be compensated using Hourly Labor and Equipment Price Schedule.

b) Rights of Way Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved temporary DMS or Contractor Final Disposal Site in accordance with all federal, state and local rules and regulations.

1. For the purpose of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street and is accessible from the street with the loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
2. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager or their agent designee.
3. Once the debris removal vehicle has been issued a load ticket from the City or authorized agent, the debris removal vehicle will proceed immediately to a temporary DMS or Contractor Final Disposal/Destination Site.
4. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or authorized agent.
5. Entry onto private property for the removal of eligible vegetation that possess an immediate threat to life, public health and safety and general welfare to the public, will only be permitted when directed to do so by the City.
6. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
7. The Contractor must provide traffic control as conditions require or as directed by the City or authorized agent.

c) Stump Grinding/Removal

1. All tree stumps and major roots projecting through or appearing at the surface must be removed at least six inches (6") below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

2. Holes created by the stump and root grinding must be filled, graded and compacted with soil the same day. Contractor shall use material similar to that found in the hole and surrounding tree base, approved as acceptable by the City.
3. Before filling holes, all routing chips and debris shall be removed from the hole and hauled from the site.
4. Clean up the site to include removal and disposal of all debris at the end of the each days' operations; see Site Clean Up specification above.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: means a written change to a solicitation.

Contract: means the agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: means the vendor to whom award has been made.

City: means City of Edgewood, Florida.

Modification: means a written change to a contract.

Proposal: means any offer submitted in response to a Request for Proposal.

Proposer: means anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): means this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: means the written document requesting either bids or proposals from the marketplace.

Vendor: means any entity responding to this solicitation or performing under any resulting contract.

The City has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, and “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be recommended for award the City requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (FEIN).
6. Americans with Disabilities Act (ADA).
7. Conflict of Interest.
8. Debarment Disclosure Affidavit.
9. Nondiscrimination.
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from

the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information must be submitted to the procurement representative in writing and must contain the requester's name, address, and telephone number. The City Clerk may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final City action, vendors should not discuss the solicitation or any part of the solicitation with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal must contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal will be irrevocable unless the proposal is withdrawn as provided in this solicitation. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the City that payment for all purchases by City agencies will be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, and Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the

proposal.

- B. The proposal submitted must be legible. Proposers shall use a typewriter, a computer, or ink to complete the proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

proposal.

THE CITY MAY REJECT THE PROPOSAL IF IT IS NOT SIGNED.

- D. The proposer may submit alternate proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the City will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined in this solicitation, each submit a proposal for the same contract, such proposals will be presumed to be collusive. "Related parties" mean the proposer or the principals of the proposer which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals of the parent company of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH CITY EMPLOYEES

Any City employee or member of his or her immediate family seeking to contract with the City shall seek a conflict of interest opinion from the City Attorney prior to submittal of a response to contract with the City. The affected employee shall disclose the employee's assigned function within the City and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the City to make an award nor will the City be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 CITY IS TAX-EXEMPT

When purchasing on a direct basis, the City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide an exemption certificate upon request by a seller for such purchases. Except for items specifically identified by the vendor and accepted by the City for direct City purchase under the Sales Tax Recovery Program, Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor will any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION Proposers are hereby notified that all information submitted as part of a proposal

will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the City in connection with this

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

solicitation will be conclusively deemed to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The City reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the City.

3.11 AWARD

- A.** The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the City with price, technical, and other applicable factors considered. The City reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- B.** The City reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- C.** Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the City. The City may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- D.** The proposer's performance as a prime contractor or subcontractor on previous City contracts will be taken into account in evaluating the responsibility of the proposer.
- E.** Any tie situations will be resolved in consonance with current written procedure in that regard.
- F.** Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- G.** A vendor wishing to protest any award decision resulting from this solicitation may do so by delivering a written protest setting forth in specific detail the basis of the protest to the City Clerk within five business days of the date of the Notice of Award. Such protest shall be heard by the City Council at its next available regular meeting..

3.12 GENERAL CONTRACT CONDITIONS

The contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the City user department will be referred to the Mayor for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases will be governed by the same terms and conditions as stated in the contract with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The City has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendors in writing of such extensions. The contract may be extended beyond the initial ninety

(90) day extension upon mutual agreement between the City and the vendors. Exercise of the above options requires the prior approval of the Mayor.

3.15 WARRANTY

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

All warranties express and implied, must be made available to the City for goods and services covered by this solicitation. All goods furnished must be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for the vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this solicitation. The City may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize the contract. In no event will the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement that will satisfy its needs as described within this solicitation. However, the City reserves the right to perform, or cause to be performed, all or any of the work and services described in this solicitation in the manner deemed to represent its best interests. In no case will the City be liable for billings in excess of the quantity of goods or services actually provided under the contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any contract period must, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against its employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. Subcontracting without the prior consent of the City may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest in the contract, or its power to execute such contract to any person, company or corporation without the prior written consent of the City. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employees of the vendor will be considered at all times its employees, and not an employees or agents of the City. The contractor shall provide employees capable of performing the work as required. The City may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold

harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

any kind or nature arising out of, relating to or resulting from the performance of the contract by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The vendor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the vendor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the City or its officers, employees, agents and instrumentalities as provided in this solicitation or any contract arising from this solicitation.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

3.25 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under the contract. The City will be liable only for reasonable costs incurred by the vendor prior to notice of termination. The City will be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract will be cancelled and the vendor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The City reserves the right to terminate any contract arising from this solicitation, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated in the contract. The City further reserves the right to suspend or debar the vendor in accordance with the City's ordinances, resolutions and administrative orders. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The City as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

3.29 RIGHT TO AUDIT

The City reserves the right to require the vendor to submit to an audit by any auditor of the City's choosing. The contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The vendor shall retain all records pertaining to the contract and upon request make them available to the City for a minimum of three (3) years, or as required by Florida or Federal law, whichever is longer, following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

Additionally, the contractor agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed under any contract arising from this solicitation. If an audit inspection or examination pursuant to this section discloses

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

overpricing or overcharges of any nature by the contractor to the City in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit must be reimbursed to the City by the contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the contractor's invoices and records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) days from presentation of the City's audit findings to the contractor.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the City to perform the services identified in the contract. 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. Failure to comply with this section will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from the contract will belong to the City. The author and the contractor shall expressly assign to the City nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable or report for the City's use which may include publishing in City documents and distribution as the City deems to be in the City's best interests. If anything included in any deliverable limits the rights of the City to use the information, the deliverable will be considered defective and not acceptable and the contractor will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contracts resulting from this solicitation will be governed by the laws and regulations of the State of Florida, and the City of Edgewood, Florida. Venue of any court action will be solely in Orange County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any business organization submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law. A copy of the registration/ application may be required prior to award of a contract. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111

(<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and will assume full responsibility for the successful performance under the contract. The vendor will be considered the sole point of contact with regard to meeting all requirements of the contract. All

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors may be made without the consent of the City. The vendor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations under the contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the City because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the City. The vendor's sole remedy will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the City.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety-Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate will contain a provision that the original contract price and any additions will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any City owned building and property. Tobacco products include both smoking and smokeless tobacco.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

SECTION IV – PRICING/CERTIFICATIONS/SIGNATURES

NOTES:

- ② When purchasing on a direct basis, the City of Edgewood is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- ② The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- ② Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- ② Unit prices will govern for all services priced on that basis as requested under this solicitation.
- ② All pricing will be FOB Destination unless otherwise specified in this solicitation document.
- ② All pricing submitted will remain valid for a ninety (90) day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- ② **If the vendor has questions regarding the applicability of Chapter 119, Florida Statutes, to the vendor’s duty to provide public records relating to the contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The vendor must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES**PRICING SECTION**

Cut and Toss/Clearing Roadways/Hauling from ROM to OMS - Equipment includes Operator

Equipment /Personnel	Unit	Unit Price
Crew (3 Person - Including Equipment Operator, Labors w/chainsaws)	Hour	
5-14 CY Dump Truck	Hour	
14-24 CY Dump Truck	Hour	
Larger Than 24 CY Dump /Transport Truck	Hour	
Skid Steer / Front Loader	Hour	
Grapple Truck	Hour	
35-50 Foot Aerial Lift / Bucket Truck	Hour	
Rubber Tire Backhoe	Hour	
Traffic Control	Hour	
Operator w/ Chainsaw	Hour	
Chipper	Hour	
Other Appropriate Equipment	Hour	

Debris Removal (Other)

Services	Unit	Unit Price
Debris Removal from ROW to City DMS	Cubic Yard	
Debris Removal from Temporary City DMS to Contractor Managed DMS	Cubic Yard	
Debris Removal from ROW to Contractor Managed DMS	Cubic Yard	
Final Disposal/Grinding/Chipping	Cubic Yard	
Stump Grinding	0-24"	
Stump Grinding	25" - 48"	
Stump Grinding	Greater Than 49"	
Leaning Trees/Hangers	Hour	
Other Appropriate		

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

By Signing this Proposal, the Vendor Attests and Certifies that:

- ☐ It satisfies all legal requirements (as an entity) to do business with the City.
- ☐ The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- ☐ The vendor hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contracts or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If the City awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize the contract will be responsible for its own purchases and will be liable only for materials or services ordered and received by it.
Yes ☐ No ☐ (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten ☐ (10) years ☐? Yes ☐ No ☐ (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Certification Regarding Background Checks

Under any City contract that involves vendor or subcontractor personnel working in proximity to minors, the vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the vendor at no additional cost to the City. The City retains the right to request and review any associated records with or without cause, and to require replacement of any vendor employee found in violation of this requirement. Vendor shall indemnify the City in full for any adverse act of any such personnel in this regard. **Additional requirements may apply in this regard as included within any specific contract award.** ☐ Yes ☐ No

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____			
Street Address: _____			
Mailing Address (if different): _____			
Telephone No.: _____	Fax No.: _____	E-mail: _____	
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____		
Signature: _____	Date: _____		
Print Name: _____	Title: _____		

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

SECTION V – ATTACHMENTS

The following documents are attached

Attachment 1: Vendor Profile Form

Attachment 2: Employee List Form

Attachment 3: Disclosure of Subcontractors Form

Attachment 4: Equipment List Form

Attachment 5: References Form

Attachment 6: Conflict of Interest Disclosure Form

Attachment 7: Drug Free Workplace Certificate

Attachment 8: DUNS, CCR and Certification Regarding Debarment Form

Attachment 9: Certification Regarding Lobbying Form

Attachment 10: Federal Clauses

Attachment 11: Template Contract

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES**VENDOR PROFILE FORM**

Vendor (Company) Name:	F. E. I. N. or SS Number:
Mailing Address:	Street Address:
City, State, Zip:	City, State, Zip:
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture	<i>I hereby certify that this form is a statement of facts.</i> X _____ Authorized Signature (Manual) _____ Typed or Printed Name: _____ Title:
Incorporated in the State of: Year:	
Telephone Number: ()	
Fax Number: ()	
Email contact info:	

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

EMPLOYEE LIST FORM

The following employees are employed and available to complete the Scope of Services for RFP# 19-0003

JOB DESCRIPTION	QUANTITY	YEARS OF EXPERIENCE	SPECIALIZED CERTIFICATIONS (Please list)
Certified Arborist (s)			
Foreman / Lead (s)			
Bucket Operator (s)			
Climber (s)			
Grounds Person (s)			
Laborer (s)			
Supervisor (s)			
MOT Certification (s)			

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS FORM

Company	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Type of Service	
Comments:	

Company	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Type of Service	
Comments:	

Company	
Address	
City, State, ZIP	
Contact Person	
Telephone	
Type of Service	
Comments:	

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

EQUIPMENT LIST

The following equipment shall be utilized to complete the Scope of Services for RFP #19-0003 (include type & quantity of grinders, saws, chipper, skid steer/front loaders, grapple truck, dump truck, flatbed truck, etc.). All equipment safety devices are to be properly maintained and meet all OSHA standards at all times while the equipment is in use.

QTY	ITEM DESCRIPTION	MAKE	MODEL	YEAR	CONDITION Exc./Good/Poor

Indicate by asterisk (*) equipment Bidder intends to purchase in order to perform the work, is awarded.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

REFERENCES FORM

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Dates of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Dates of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Dates of Service	
Type of Service	
Comments:	

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____, 2003.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of Identification) My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Company Name

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

This document must be completed and returned with your Submittal. Inability or refusal to sign this document will deem your offer non-responsive.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

DUNS, CCR AND CERTIFICATION REGARDING DEBARMENT FORM

1. **DUNS Number:** The selected contractor must submit their company's Dunn and Bradstreet (DUNS) Number. If the contractor does not presently have a DUNS Number, please go to the following link to obtain a company DUNS Number:

<https://www.dnb.com/get-a-duns-number.html>

A DUNS number can be obtained free of charge to the contractor applicant. The contractor however should request the DUNS Number that is "FREE OF CHARGE".

Please provide your DUNS Number: _____

2. **CCR Number:** The selected contractor must submit their company's Central Contractor Registration System (CCR) Number. If the contractor does not presently have a CCR Number, please go to the following link to obtain a company CCR Number:

<https://www.sam.gov>

Please provide your CCR/CAGE Code Number: _____

The System for Award Management (SAM) is an official website of the U.S. government. SAM consolidated the capabilities of CCR/FedEx, ORCA, and EPLS. There is NO cost to use SAM. Register to do business with the U.S. government for free directly from this site.

3. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN 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.

Initial here to acknowledge your firm is not currently excluded from participating on Federal contracts as described in paragraph (1): _____

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.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Date

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING LOBBYING

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, load, or cooperative agreement, the undersigned shall complete and submit Standard Form● LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was used when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Authorized Official

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

ACCESS TO RECORDS

The following access to records requirements apply to the contract:

1. The contractor agrees to provide the City of Edgewood, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

CERTIFICATION REGARDING LOBBYING

The vendor must complete and sign the Certification Regarding Lobbying on page 41 of this solicitation.

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.
 - c. 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.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

2. 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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The City of Edgewood shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

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

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

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

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage's sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, 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.

DHS SEAL, LOGOS AND FLAGS

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

**AGREEMENT BETWEEN
THE CITY OF EDGEWOOD, FLORIDA
and**

**for
DEBRIS REMOVAL AND DISPOSAL SERVICES**

This Agreement is made and entered into by and between the CITY OF EDGEWOOD, a political subdivision of the State of Florida, 405 Bagshaw Way, Edgewood, FL 32809 (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Contractor") on this _____ day, of _____ 20____.

WITNESSETH:

WHEREAS, the City issued a Request for Proposals RFP# 19-0001 for Emergency Debris Removal Services (herein referred to as "the RFP for Debris Removal"), in accordance with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2 CFR 200, and in accordance with applicable City procurement requirements, policies and procedures; and

WHEREAS, Contractor submitted a Proposal consisting of all completed Proposal Forms from the RFP for Debris Removal (herein "the Proposal"), and was subsequently selected by the City as one of the companies to enter into a contract to provide the services requested by the RFP for Debris Removal by work order (as that process is described in RFP for Debris Removal, herein referred to as a "Work Order"); and

WHEREAS, the City desires to enter into an agreement with Contractor to provide the services provided in the RFP for Debris Removal as required, and as provided in the Proposal submitted by Contractor, and Contractor desires to provide such services in accordance with the RFP for Debris Removal, Contractor's Proposal, any applicable Work Orders issued, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the City and Contractor agree as follows:

ARTICLE 1 INCORPORATIONF DOCUMENTS

1.1 The RFP for Debris Removal issued by the City and the Proposal submitted by Contractor dated _____, 20____, each filed with the City Clerk as RFP for Emergency Debris Removal Services, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Work Order issued pursuant to this Agreement;
- 2) This Agreement;
- 3) The RFP for Debris Removal;
- 4) The Proposal submitted by Contractor dated _____, 20____.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

ARTICLE 2 CONTRACTOR'S DUTIES

2.1 Contractor agrees to perform all the services and provide all the materials requested by the RFP for Debris Removal and described in any individual Work Order issued pursuant to this Agreement. Contractor shall perform all services and provide all materials in strict accordance with the provisions contained herein. Contractor shall perform all services under any Work Order in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of providers of similar services having the level of skill, expertise and specialized knowledge, as represented to the City, both orally and in writing, to be possessed by Contractor. Contractor shall provide its services and materials under any Work Order within the time allowed for performance in the schedule contained in the applicable WorkOrder.

2.2 Contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement.

(a) Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement.

Specifically, but not by way of limitation, Contractor shall:

- (i) Keep and maintain public records required by the City to perform the service;
 - (ii) Upon request by the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to the City; and
 - (iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keeps and maintains public records required by the City to perform the services. If Contractor transfers all public records to the City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.
- (c) For purposes of this Agreement, the term "custodian of public records" shall mean the Clerk, or his/her designee.
- (d) **If contractor has questions regarding the application of chapter 119, Florida statutes, to contractor's**

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

duty to provide public records relating to this agreement, contact the custodian of public records at:

TELEPHONE: (407) 851-2920
E-MAIL: sriffle@edgewood-fl.gov
MAILING ADDRESS: 405 Bagshaw Way, Edgewood, FL 32809

2.4 During the performance of this Agreement, in the event any Work Order is or may be funded by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

- (a) *Equal Employment Opportunity:* The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.
- (b) *Nondiscrimination:* The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations related to the federal funding for any particular Work Order that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal- aid programs and projects.
- (c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

2.4.c.1 *Davis-Bacon Act:* When required by federal funding for a particular Work Order, the Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of issuance of a particular Work Order shall be accepted by Contractor prior to issuance of the Work Order.

(f) *Copeland "Anti-Kickback" Act:* The Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. The City shall report any suspected violations to the applicable federal funding agency.

(g) *Contract Work Hours and Safety Standards Act:* In the event in the performance of any Work Order in excess of \$100,000, Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

- (h) *Rights to Inventions Made Under a Contract or Agreement:* (this section intentionally left blank).
- (i) *Clean Air Act and Federal Water Pollution Control Act:* Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.
- (j) *Energy Policy and Conservation Act:* Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.
- (k) *Solid Waste Disposal Act:* Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquire by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
- (l) *Incorporation of Provisions:* The Contractor shall include the provisions of this Article 2.4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.
- (m) *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the provisions of this section 2.4, the City or any applicable state or federal funding agency may impose such contract sanctions as the City or the applicable state or federal funding may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor under any Work Order under this Agreement until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement or any Work Order, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding, or as are not prohibited bylaw.

ARTICLE 3 SERVICES/WORK ORDERS

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

31 Based upon the needs of City related to any event as described in the RFP for Debris Removal, and City's determination to acquire services from Contractor, City will issue a Work Order to Contractor for the specific services needed. Issuance of a Work Order to Contractor for any needed services will be based on the City's sole judgment and discretion, based on City's needs for the applicable event.

32 Each Work Order issued hereunder shall contain a description of the specific services required for that Work Order and shall state the compensation to be paid to Contractor for such Work Order and shall include a schedule for completing the services and providing any products pursuant to the Work Order. Each Work Order issued to Contractor by the City shall become a part of this Agreement upon approval by both parties. Compensation for each Work Order may be based on not-to-exceed amounts, or on time and materials using the hourly rates of Contractor provided with the Proposal (or as amended in a renewal term of this Agreement), or some other form of compensation as consented to by Contractor and the City in the applicable Work Order. In the event that any Work Order is based on time and materials (as determined by the City to be the only suitable method of compensation for such Work Order), the ceiling price for the services under that Work Order shall be One Million Five Hundred Thousand Dollars (\$1,500,000) regardless of the size of the event initiating the need for the services under the Work Order, which ceiling price shall be exceeded solely at the Contractor's risk. City acknowledges that adjustments to the services, schedule and compensation for any Work Order may be necessary based on circumstances; and any such adjustments must be consented to in writing by both Contractor and City. Contractor shall be authorized to proceed with services pursuant to any Work Order upon receipt of the fully executed Work Order, the bond required for such Work Order (if applicable) and any other information or documentation applicable to the Work Order as required by the City. Contractor agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms of this Agreement.

33 The Mayor or his/her designee shall be authorized to execute any Work Order on behalf of City in the event the compensation for such Work Order does not exceed Five Thousand Dollars (\$5,000).

34 The City reserves the right to issue a separate solicitation at any time for any services it may need, at its discretion, regardless of whether a Work Order could be awarded for such services pursuant hereto. The City also reserves the right to issue multiple Work Orders to any number of contractors with which it has entered into agreements pursuant to the RFP for Debris Removal, based on the City's needs for any particular event.

35 The City provides no guarantee that Contractor will be issued any quantity or dollar amount of Work Orders, or that Contractor will be issued any Work Order hereunder.

ARTICLE 4 TERM/TERMINATION

4.1 The term of this Agreement shall begin on the date and year first above written and shall continue for three (3) years, unless otherwise terminated in accordance herewith. The city shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the vendor shall be notified in writing of the City's intent to renew. At that time, the City may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. All work associated with any Work Order must be completed within the initial term or any extension of the term of this Agreement, unless the applicable Work Order is unavoidably delayed. In the event of such unavoidable delay, the term of this Agreement shall be continued for such Work Order until Contractor completes all services and provides all products required under such Work Order, and the City accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

42 The City, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under the contract. The City will be liable only for reasonable costs incurred by the vendor prior to notice of termination. The City will be the sole judge of "reasonable costs." In the event the Contractor notifies the City that it will not or is unable to perform a specific service in the manner and time specified by the City, the City may immediately contract with another to perform that specific service. Such action by the City shall not constitute a breach of any provision of this Contract.

43 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination.

44 Notwithstanding any other provision herein to the contrary, in the event budgeted funds which are sufficient for the City to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the City.

ARTICLE 5 METHOD OF BILLING AND PAYMENT

51 The City shall pay to Contractor the sums indicated for services as set forth in each Work Order issued to Contractor.

52 Contractor shall submit all billings for payment of services rendered pursuant to the provisions of the applicable Work Order to the City department requesting the services for processing. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Work Order to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid. Billings shall also contain any additional information required by the City to facilitate reimbursement or payment for Contractor's services to the City by any applicable federal program.

53 Contractor acknowledges that each billing must be reviewed and approved by the Director of the City department requesting the services pursuant to the applicable Work Order, or his/her designee. Should the Director of such City department, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, or does not provide sufficient information or detail required for the City to qualify for federal reimbursement or payment, Contractor shall adjust billing accordingly. However, Contractor shall be entitled to payment of any portion of a billing not in dispute.

54 The City shall pay Contractor's billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

ARTICLE 6 CITY'S RESPONSIBILITIES

6.1 The City shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

services of Contractor.

6.2. The City shall furnish to Contractor, upon request of Contractor and at City expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the City's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 The City shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at City expense. The City shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

ARTICLE 7 STANDARDS AND CORRECTIONS

7.1 Contractor shall perform or furnish to the City all services pursuant to this Agreement to a level of technical skill, ability, and diligence as is required of similar contractors having the level of skill, expertise and specialized knowledge, as represented to the City, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards for the provision of the types of services to be performed by Contractor hereunder, and with the laws, statutes, ordinances, codes, rules and regulations governing the types of services to be performed by Contractor hereunder. The same standards of care shall be required of any sub consultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any sub consultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the City's rights under any applicable statute of limitations. City review of, approval of, acceptance of, or payment for any of Contractor's services or materials shall not be construed to operate as a waiver of any of the City's rights under this Agreement, or cause of action the City may have arising out of the performance of this Agreement.

ARTICLE 8 NOTICES

8.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid or hand-delivered to the parties at the addresses listed below:

If to City:

City Clerk
405 Bagshaw Way
Edgewood, FL 32809

If to Contractor:

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

ARTICLE 9 NO CONTINGENT FEES

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

ARTICLE 10 NO ASSIGNMENT

10.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the City. Further, no portion of this Agreement may be performed by subcontractors or sub consultants without written notice to and approval of such action by the City.

ARTICLE 11 INDEMNIFICATION/INSURANCE

11.1 Contractor shall indemnify, defend and hold harmless the City in accordance with the provisions related to the same contained in the RFP for Debris Removal. In addition, Contractor shall provide insurance at the coverage and amounts set forth in the RFP for Debris Removal.

ARTICLE 12 SEVERABILITY

13.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 14 GOVERNING LAW/VENUE

RFP #2025-CH-01 DEBRIS REMOVAL SERVICES

14.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Orange County, Florida.

**ARTICLE 15
INDEPENDENT CONTRACTOR STATUS**

15.1 Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of City.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

CITY OF EDGEWOOD, FLORIDA

John Dowless, Mayor

Attest:

Sandra Riffle, City Clerk

[Contractor]

By: _____

Title: _____

Date: _____