



Issue Date: March 27, 2018

A Pre-Proposal Conference will not be held

Bid Due Date: April 23, 2018 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

DISASTER DEBRIS MANAGEMENT

RFP NO: PWWM 180068-DH

Procurement Representative:
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City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
DISASTER DEBRIS MANAGEMENT**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: PWWM-180068-DH

**April 23, 2018
(Due Date)**

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified firms to provide Emergency Disaster Debris Removal Services in accord with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). City shall enter into a contractual agreement with the selected contractor and by submitting a response to this proposal a proposer agrees to be the contractor if awarded.

The City seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional qualified firms, hereinafter referred as Contractor(s), to provide removal and disposal of disaster debris collection on an as-needed basis. The contractual period shall be for four (4) years, with an option for four (4) one (1) year renewals. The City reserves the right to award more contracts if in its best interest.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	March 27, 2018
Pre-Proposal Conference	N/A
Deadline for receipt of questions	April 16, 2018
Deadline for receipt of proposals	April 23, 2018 (3:00 p.m. local time)
Evaluation/Selection process	Week of April 30, 2018
Oral presentations, if conducted	Week of May 14, 2018
Projected award date	June 7, 2018
Projected contract start date	TBD

C. PROPOSAL SUBMISSION

One original and 3 copies (a total of 4) of the complete proposal must be received by April 23, 2018 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), April 23, 2018 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal (Attachment B), if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. PRE-PROPOSAL CONFERENCE – WILL NOT BE HELD

E. CONTACT PERSON

The contact person for this RFP is Diane Holder at (352) 334-5021 or email holderds@cityofgainesville.org in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Consultants to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

M. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

N. FEDERALLY REQUIRED CLAUSES

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Attachment A.

O. PUBLIC ENTITY CRIMES

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

P. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Coin Toss

Q. DRUGFREE WORKPLACE.

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

SECTION II – SCOPE OF SERVICES - Removal, reduction and disposal of disaster event debris

GENERAL

The purpose of this contract is to manage the removal and environmentally approved disposal of all eligible debris on City of Gainesville Rights-of-Way and public properties in accordance with FEMA regulations pertinent to the specific event. The Contractor shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses by the City of Gainesville. This task shall include provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

PERFORMANCE - General Responsibility of the Contractor

The Contractor shall commence debris removal operations within twenty-four (24) hours of receipt of notice to proceed.

Prior to commencing debris removal operations, the Contractor shall, with the City's Representative's (CR) direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan will be updated every Monday. The Contractor shall also provide full details regarding any subcontractors to be used, and may not subcontract out more than 85% of the work. The Contractor shall provide contact information for all key personnel to the City, and the Contractor and its agents shall respond in a timely manner to all City inquiries at all times. The Contractor shall provide a list of the subcontractors being used. The Contractor shall confine his work to the areas assigned each day by the CR. The City reserves the right to relocate Contractor and/or subcontractors to other work areas based upon need and the ability to perform the required work at an acceptable level. The City reserves the right to immediately terminate Contractor and/or any subcontractor who works outside the assigned areas or fails to provide service in accordance with guidelines set forth by FEMA and the City of Gainesville.

All activity associated with debris operations shall be performed during visible daylight hours only. The Contractor may work daylight hours seven (7) days a week.

The Contractor shall supervise and direct the work using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this Agreement. All personnel engaged in the debris removal effort under this contract shall be paid at least bi-weekly by the Contractor or any of his subcontractors for whom they are working.

Contractor shall locate and obtain at least two (2) Temporary Debris Storage Reduction Sites (TDSRS). Contractor shall obtain all necessary permits for TDSRS.

The disaster debris removal Contractor shall operate any necessary TDSRS, but verification of eligibility and documentation of each load of debris hauled to the site will be performed on site by the City's Monitoring Contractor.

Contractor may be immediately terminated for soliciting from or performing work for private citizens, commercial businesses or others in the assigned area during the period of this agreement.

Contractor may be immediately terminated for alteration of placards placed on certified trucks or trailers.

Any private property and FHWA-ER funded roadway debris removal operations will be invoiced separately from right-of-way collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative, HHW, etc.).

DEBRIS DEFINITIONS

Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, Federal Emergency Management Agency (FEMA) Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the FEMA during the course of a debris removal project.

Eligible Construction and Demolition Debris – FEMA Publication 325 defines Eligible C&D debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as Florida Department of Environmental Protection [FDEP] Chapter 62-701.) Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

Eligible Hanger – A hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be two (2) inches or greater in diameter measured just before the break;
- The limb must be suspended in a tree and threatening a public use area; and
- The limb must be located on improved public property.

Eligible Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

Eligible Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state, and federal regulatory agencies.

Eligible Leaner – A tree is considered hazardous and defined as an Eligible Leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and a half (4.5) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).

- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty degrees.

Eligible Vegetative Debris – As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled

along the public right-of-way (ROW) by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event

Eligible White Goods – As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures - Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish, and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures as well as eligible scattered C&D debris on private property, will be transported to a City-designated final disposal site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, white goods, and waste tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-designated final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative.

The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

Eligible Demolition, Removal, Transport and Disposal of RACM Structures - Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish, and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning,

structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures as well as eligible scattered C&D debris on private property, will be transported to a City-designated final disposal site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, white goods, and waste tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-designated final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Eligible Household Hazardous Waste Removal Transport and Disposal - Under this contract, work shall consist of all labor, equipment, fuel, container costs, packaging materials, labels, disposal costs, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a Treatment, Storage & Disposal Facility (TSDF).

- a. The removal, transportation and disposal of eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF. Additional fees (such as "Hazardous Waste Fee") and surcharges (such as fuel surcharge) will not be allowed.
- c. The Contractor is solely responsible for complying with all requirements mandated by the TSDF regarding labeling, manifesting, packaging, segregating, and transporting of HHW to ensure acceptance of collected HHW at the final disposal site.
- d. The Contractor shall collect and segregate HHW into chemically compatible groupings and store/transport the HHW using lined and/or leak proof containers.
- e. If the approved TSDF does not have scales to weigh the HHW, then the contractor will be required to provide a scale certified for trade for weighing the HHW. The scale must be certified by the Florida Department of Agriculture and Consumer Services.

Eligible ROW White Goods Debris Removal - Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of eligible white goods from the ROW, removal of refrigerants, transportation to a City-approved Debris Management Site (DMS), decontamination, and transportation to a City-approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the State of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

- b. The Contractor shall recycle all eligible white goods in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City-approved DMS for refrigerant removal by the Contractor's qualified technicians.

Eligible E-Scrap Removal - Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Scrap from the ROW to a City-designated E-Scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all eligible E-Scrap items in accordance with all rules and regulations of local, state, and federal regulatory agencies.

Eligible Dead Animal Carcasses - Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City-designated final disposal site.

DAMAGE

Contractor is responsible for all damage caused by his crew and/or subcontractors in the performance of this Agreement. The City shall forward all claims of damage to the Contractor daily. Contractor shall provide all contact information including name, phone number, fax number, and email address for personnel responsible for resolving all claims of damage. Contractor must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within 48 hours.

In the event the Contractor fails to repair damages caused by his personnel, equipment and/or subcontractors within the time provided within this Agreement, the City or its designee may arrange for repairs and assess the Contractor for the cost of repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the City Manager or his designee for review. The decision of the City Manager or designee will be final.

EQUIPMENT

CONTRACTOR must be able to provide at least 40 trucks. Actual number needed will vary with the size of the event, as determined by the CITY. Within five (5) calendar days the Contractor shall have at least 60% of all necessary equipment operating within the assigned work areas, and within ten (10) calendar days the Contractor shall have 100% of all necessary equipment operating within the assigned work areas. Failure to provide all necessary equipment within ten (10) days may result in the City entering into a separate agreement with another contractor for debris removal services. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be mechanically loaded by an appropriately sized front-end loader, backhoe, knuckleboom or other approved and appropriate equipment. Preferably, the truck or trailer should dump hydraulically and be capable of rapidly dumping its load without the assistance of other equipment. All contractors and subcontractors are responsible for unloading their own vehicles. All vehicles must be road-worthy and meet FDOT requirements. All vehicles must have metal frames. All loads must be secured. All extensions are subject to acceptance or rejection by the CR. All truck and trailers used to haul debris must have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All trucks and trailers must be equipped with a tailgate that will effectively cover a minimum of 75% of total trailer height, contain the debris during transport, and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. All equipment will be inspected by the Contractor prior to use. The CR will provide a form for this purpose.

Prior to commencing debris removal operations, the Contractor shall present to the CR all trucks or trailers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer will be numbered and clearly display the load capacity for identification with a permanent marking. The City or its Debris Removal Monitoring Contractor will verify that all hauling equipment has been accurately measured and is properly marked with an approved placard. The CR may, at

any time, request that the trucks be re-measured. The Contractor shall notify the CR before a new truck or trailer is to be used under this contract. No capacity can exceed 100% of the measured volume. Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the CR.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work while performing work under this contract.

The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract.

Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

SECURING LOADS

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site the Contractor shall insure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings may be required to be provided by the contractor to prevent materials from falling or blown out of the truck bed.

OWNERSHIP OF DEBRIS

All debris collected under the terms of this Agreement shall be the property of the City until final disposal at a properly permitted disposal site.

DISPOSAL OF DEBRIS

All debris must be hauled to facilities, designated by the City, designed for the material being hauled. C&D must be hauled to the FDEP permitted facility designated by the CR.

Vegetative debris must be hauled to the facility or staging area approved by the CR. Vegetative debris hauled to a TDSRS will be reduced in volume by grinding or by air-curtain incineration, and removed to a final disposal area.

Class I garbage will be handled by the contracted residential hauler or resident via normal operating channels

Hazardous waste will usually be handled by County's Environmental Protection Department, but the Contractor will set up a lined containment area and separate any Hazardous waste inadvertently delivered to a TDSRS until it can be properly removed from site.

All metal and White Goods shall be recycled where practicable.

It is the intent of the City that payment for debris hauled will be based on the quantity of debris hauled measured in tons. If the City determines that weighing each load is not feasible, then payment will be based on the quantity of debris hauled in cubic yards. Debris hauled to a TDSRS will require a validated load ticket. Drivers will be given an electronic or paper load ticket at the loading site by a City designated loading site monitor. Each load will either be weighed or the quantity of debris hauled will be estimated in cubic yards by a City designated monitor at the TDSRS. The weight or quantity hauled will be recorded on the electronic or paper load ticket. The TDSRS monitor will retain one copy of each paper load ticket and the driver will retain the remaining copies. Payment will only be made on load tickets when the site monitor's copy matches the Contractors copy. Load tickets not properly completed and signed will not be paid.

TEMPORARY DEBRIS SITE OPERATIONS

The City Manager or designee must approve any charges for necessary site improvements to Temporary Debris Staging and Reduction Sites (TDSRS) before site work begins.

Upon identification of a TDSRS the Contractor will provide a Site Management Plan to the City. The plan shall address 1.) Access to the site; 2.) Site preparation (clearing, erosion control, grading); 3.) Segregation of debris; 4.) Safety; 5.) Traffic control procedures; 6.) Location of hazardous materials containment area; 7.) Location of grinding and/or incineration areas; 8.) Location of inspection tower, portable toilets, existing structures, or sensitive areas requiring protection.

The Contractor shall be responsible for keeping different types of debris in separate piles at the TDSRS and for directing each load to the proper area. There should be signs for each pile in order to maintain proper segregation of materials, and there should be a separate area designated for debris hauled by City staff and equipment. The TDSRS foreman shall direct all dumping, grinding or burning, and loading operations, and shall commence grinding or burning based upon Task Orders from the City.

In the event that trucks are lined up in the travelled roadway at the entrance to a TDSRS, the Contractor shall post as many flag persons as are needed for safety and traffic control at no additional charge.

TDSRS operations and material processing shall be compensated in accordance with Section VII – Price Proposal. The Contractor shall provide all equipment, operators and laborers for the operation of the TDSRS. Unit prices provided in Section VII – Price Proposal shall be fully burdened to include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement.

There will be at least two (2) portable toilets for each Inspection Tower, provided immediately upon installation of tower.

The Contractor shall provide and operate a water truck when needed to minimize dust at the TDSRS.

The Contractor shall provide for removal of any trash and litter at the TDSRS at least weekly at his own cost. The Contractor shall be responsible for keeping the TDSRS free of trash and litter on the ground; and for daily cleanup of any event debris spilled, dropped or blown onto the entrance roadway or the right-of-way within a half mile of the TDSRS entrance.

The Contractor shall begin grinding and removing, or burning vegetative debris within five (5) calendar days of receiving a Task Order to do so. If Contractor fails to provide grinder(s) on site and in operation within 5 days City may contract with others or self-perform the work and Contractor shall be responsible for any additional costs. There shall be no period longer than 72 hours in which grinding activity may stop due to equipment or operational failure. If Contractor fails to provide back-up equipment within 72 hours City may contract with others or self-perform the work and Contractor shall be responsible for any additional costs.

The City intends to recycle or beneficially re-use as much vegetative debris and C&D debris as possible. The Contractor will conduct hauling and disposal operations in a manner that assists the City in its efforts to meet that objective.

MODIFICATIONS, AMENDMENTS OR ALTERATIONS

Any modification, amendment or alteration of this Agreement shall be made by mutual written agreement of both parties.

INDEMNIFICATION.

The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission

or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

INSURANCE.

Contractor shall provide insurance in the amounts as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance
Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

PAYMENT AND PERFORMANCE BOND.

Contractor shall, upon award of contract, provide the City with a Payment and Performance Bond in the form and manner set forth in Section 255.05, Florida Statutes, guaranteeing the performance of the work under this contract and the payment of all subcontractors, suppliers, and sub-subcontractors. For purposes of the Agreement, the contract price shall be deemed to be \$250,000.00

SOVEREIGN IMMUNITY.

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

TERM.

The term of the contract will commence upon final execution and will continue for four years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for four additional 4 year periods.

EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to as a breach, an Event of Default shall include the following:

- The Contractor has not delivered the services in the times indicated;
- The Contractor has not delivered the equipment in the times indicated;
- The Contractor has refused or failed to supply enough properly skilled staff personnel: the Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- The Contractor has failed to provide adequate assurances as required below

When in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the services or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the services which the Contractor has not performed. In the event that the Contractor fails to provide the City the requested assurances within the prescribed timeframe, the City may:

- Treat such failure as a repudiation of this Agreement; and
- Resort to any remedy for breach provided in this agreement or at law, including but not limited to taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, data, and subcontracts.

NOTICE OF DEFAULT

If an Event of Default occurs in the determination of the City, the City may so notify the Contractor, specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

REMEDIES IN THE EVENT OF DEFAULT

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

- The difference between the cost associated with procuring services and the amount actually expended by the City for re-procurement of the services, including procurement and administrative costs; and
- Such other direct damages.

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

TERMINATION FOR CAUSE.

In the event the Contractor fails to cure a default within the time specified in the Notice of Default, the City may terminate this Agreement. In the event the City exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise direct by the City:

- Stop work on the date specified in the notice
- Take such action as may be necessary for the protection and preservation of the City's materials and property
- Cancel orders
- Assign to the City and deliver to any location designated by the City any noncancelable orders for deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this agreement and not incorporated in the services'

- Take no action which will increase the amounts payable by the City under this Agreement.

Notwithstanding the above, the City reserves the right to immediately terminate Contractor and/or any subcontractor who:

- works outside the assigned areas; or
- fails to provide service in accordance with guidelines set forth by FEMA and the City of Gainesville;
- Solicits from or performs work for private citizens, commercial businesses or others in the assigned area during the period of this agreement;
- Alters placards placed on certified trucks or trailers;
- Otherwise commits fraud, misrepresentation or material misstatements to City, FEMA or members of public.

In the event the City exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment portion of the Agreement, up to the Effective Termination Date, less any amounts owed to City for costs incurred by City as a result of the default of Contractor.

TERMINATION FOR CONVENIENCE.

The agreement may be terminated by City without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.

FEDERALLY MANDATED CONTRACTUAL TERMS.

The parties acknowledge and agree that the federally mandated terms and conditions found in Attachment A shall be included in the Agreement between Contractor and City, and in any and all contracts between Contractor and any subcontractor or supplier.

APPLICABLE LAW.

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in the courts of Alachua County, Florida.

FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided 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 public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SOLID WASTE MANAGER, 352-393-7961, joplinsh@cityofgainesville.org, P.O. Box 490 Mail Station 10, Gainesville, FL 32627.

SECTION III – PROPOSAL FORMAT AND EVALUATION PROCESS

A. PROPOSAL FORMAT AND CONTENT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

1.0 Letter of Transmittal

The letter of transmittal shall include the following:

- a. Identification of the offering firm(s), including name, address and telephone number of each firm.
- b. Acknowledgment of receipt of RFP addenda, if any.
- c. Name, title, address, telephone and e-mail address of contact person during period of proposal evaluation.
- d. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2.0 Response Requirements

To properly evaluate each firm, the following materials and information should be submitted in each firm's response:

- Experience and background of the firm, with specific discussion of past experience with disaster debris removal contracts
- A listing of the firm's current contracts in Florida along with allocated and available resources in Florida, and an indication of the commitment and availability of staff and resources to the City of Gainesville.
- A description of the project team and the team's approach/methodology
- An organizational chart showing the proposed project team
- Resumes for each key member of the project team
- Management plan for the project
- Demonstrated understanding of the project
- References and contact information for at least three other contracts where the firm performed emergency disaster debris removal, including a brief description of the event, total cubic yards collected, total dollar amount of the contract, and corresponding amount reimbursed to the applicant.
- A description of the firm's experience and success in filing and receiving Federal and State reimbursements.
- If the Contractor proposes to use subcontractors in the course of fulfilling this contract, the Contractor should include a list of proposed subcontractors, along with their abilities and qualifications to accomplish the work
- Price Proposal (Attachment B)

The Contractor's company shall be currently engaged in emergency disaster debris removal services on a full time basis, year round, for a minimum of three years, with dedicated management and administrative support staff, as well as in-house employees and company owned equipment. The Contractor may supplement in-house resources with private individuals or companies. The Contractor shall have the financial strength to assume extensive and large expenditures, and shall be prepared to demonstrate such to the City of Gainesville prior to the execution of a contractual services agreement.

B. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook which can be viewed at the following link:

<http://ggsp/FBATS/Purchasing/Policies,%20Procedures%20and%20Guides/PROFESSIONAL%20SERVICES%20EVALUATION%20HANDBOOK-2016-01-21.pdf>

The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. Except that the Evaluation Criteria point percentage includes points for price proposals. The Evaluation Points will be as follows:

TECHNICAL QUALIFICATIONS EVALUATION

- A. Ability of Professional Personnel = 55 points maximum
- B. Capability to Meet Time and Budget Requirements: =45 points maximum

WRITTEN PROPOSAL EVALUATION

- A. Understanding Of Project Scope of Work 30 points maximum
- B. Project Approach = 30 points maximum
- C. Project Manager = 15 points maximum
- D. Project Team = 15 points maximum
- E. Project Schedule: = 5 points
- F. Proposal Organization = 5 points maximum

PRESENTATION/ INTERVIEW (ORALS)

- A. Understanding of Project Scope of Work = 40 points maximum
- B. Responsiveness to Questions = 15 points maximum
- C. Project Team = 25 points maximum
- D. Project Manager =20 points maximum

PRICE =100 points maximum

The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be

considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 **Other factors**

The Other Factors to be considered will be the Fee proposals. Fee proposals will be 25 % of total score.

C. SELECTION PROCESS

The Contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.
3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Disaster Debris Management. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

Attachment A

Super Circular Law and Appendices

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;

- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more

than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource

Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

(J) See §200.322 Procurement of recovered materials.

DRUG-FREE WORKPLACE FORM

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

_____ does:
(Name of Business)

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

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

Bidder’s Signature

Date

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

RFP #: PWWM-180068-DH

DUE DATE: April 23, 2018
@3:00 pm local time

SEALED PROPOSAL ON: Disaster Debris Management

IF YOU DO NOT BID

Please check the appropriate or explain:

- | | | |
|-------|----|--|
| _____ | 1. | Not enough bid response time. |
| _____ | 2. | Specifications not clear. |
| _____ | 3. | Do not submit bids to Municipalities. |
| _____ | 4. | Current work load does not permit time to bid. |
| _____ | 5. | Delay in payment from Governmental agencies. |
| _____ | 6. | Do not handle this item. |
| _____ | 7. | Other: _____ |
| | | _____ |
| | | _____ |
| | | _____ |

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

**ATTACHMENT B
PRICE PROPOSAL**

#	DESCRIPTION OF SERVICES	\$ Per Cubic Yard	\$ Per Ton
	(Mileage is based on one-way haul distance)		
1	Vegetative Debris Removal from City Property (Right-of-Way) and Hauling to Temp Debris Storage and Reduction Site (TDSRS) or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 Miles or greater		
2	Down Tree Cutting, Removal from City Property and Hauling to TDSRS or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 Miles or greater		
	Vegetative Debris Removal from Right-Of-Entry Personal Property and Hauling to TDSRS or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 Miles or greater		
3	Removal of C&D Debris from City Property (Right-of-Way) and Hauling to TDSRS or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 59.99 Miles		
	60 – 89.99 Miles		
	90 Miles or greater		
	Removal of C&D Debris from Right-Of-Entry Personal Property and Hauling to TDSRS or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 59.99 Miles		
	60 – 89.99 Miles		
	90 Miles or greater		
4	Eligible Demolition, Removal and Hauling of Non-RACM Structures to TDSRS or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 59.99 Miles		
	60 – 89.99 Miles		
	90 Miles or greater		
5	Eligible demolition, Removal and Hauling of RACM Structures to TDSRS or Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 59.99 Miles		
	60 – 89.99 Miles		

	90 Miles or greater		
6	Site Management of TDSRSs		
7	Reduction of Vegetative Debris by Grinding, Chipping		
8	Reduction of Vegetative Debris by Air Curtain Incinerators		
9	Reduction of Vegetative Debris by Open Air Burning		
10	Removal of Reduced Vegetative Debris from TDSRS and Hauling to Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 44.99 Miles		
	45 – 59.99 Miles		
	60 – 79.99 Miles		
	80 – 99.99 Miles		
	100 Miles or greater		
11	Removal of C&D Debris from TDSRS and Hauling to Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 44.99 Miles		
	45 – 59.99 Miles		
	60 – 79.99 Miles		
	80 – 99.99 Miles		
	100 Miles or greater		
12	Loading and Hauling of Ash to Final Disposal Site		
	0 – 14.99 Miles		
	15 – 29.99 Miles		
	30 – 44.99 Miles		
	45 – 59.99 Miles		
	60 – 79.99 Miles		
	80 – 99.00 Miles		
	100 Miles or greater		
13	Temporary fencing as directed by the City	Per LF	
	HAZARDOUS STUMP REMOVAL & HAULING TO TDSRS OR DISPOSAL SITE		
14	Greater than 24 inches diameter to 36.99 inches diameter	Per Stump	
15	37 inches diameter to 48.99 inches diameter	Per Stump	
16	49 inches diameter and greater	Per Stump	
17	Replacement of Fill After Stump Removal	Per Cu. Yd.	
	LEANING AND HAZARDOUS TREE REMOVAL & HAULING TO DISPOSAL SITE		
18	6 inches diameter to 12.99 inches diameter	Per Tree	
19	13 inches diameter to 24.99 inches diameter	Per Tree	
20	25 inches diameter to 36.99 inches diameter	Per Tree	
21	37 inches diameter to 48.99 inches diameter	Per Tree	
22	49 inches diameter and greater	Per Tree	
	REMOVAL OF HAZARDOUS TREES REQUIRING THE USE OF A CRANE, AND HAULING TO DISPOSAL SITE		
23	6 inches diameter to 12.99 inches diameter	Per Tree	

24	13 inches diameter to 24.99 inches diameter	Per Tree	
25	25 inches diameter to 48.99 inches diameter	Per Tree	
26	49 inches diameter and greater	Per Tree	
	HANGING LIMB REMOVAL & HAULING TO DISPOSAL SITE		
27	Hanging Limbs Greater Than 2 inches in diameter to 12.99 inches in diameter	Per Tree	
28	Hanging Limbs 13 inches in diameter and up	Per Tree	
	OTHER DEBRIS		
29	Removal of Eligible Household Hazardous Waste and Hauling to a Permitted HHW Disposal Site	Per Pound	
30	Removal of Eligible White Goods from City Property or ROW and Hauling to City Designated Location Within the Gainesville Area for Recycling	Per Unit	
31	Recovery of Freon from Eligible AC Units, Refrigerators, Freezers Collected by Contractor	Per Unit	
32	Removal of Eligible Electronic Waste from City Property or ROW and Hauling to City Designated Location Within the Gainesville Area for Recycling	Per Unit	
33	Removal of Eligible Dead Animal Carcasses and Hauling to City Designated Location within Gainesville Area	Per Ton	

HOURLY RATE FEE SCHEDULE		KEY IN COST				
Equipment	Specification	Capacity/Size	HP	Notes	Daily (\$ per day)	Weekly (\$ per week)
Aerial lift, self-propelled	max. platform height	37ft	to 15	articulated		
		37ft	to 15	telescoping		
		37ft	to 15	scissor		
Aerial lift, self-propelled	max. platform height	60ft	to 30	articulated		
		60ft	to 30	telescoping		
		60ft	to 30	scissor		
Aerial lift, self-propelled	max. platform height	70ft	to 50	articulated		
		70ft	to 50	telescoping		
		70ft	to 50	scissor		
Aerial lift, self-propelled	max. platform height	125ft	to 85	articulated		
		125ft	to 85	telescoping		
		125ft	to 85	scissor		
Aerial lift, self-propelled	max. platform height	150ft	to 130	articulated		
		150ft	to 130	telescoping		
		150ft	to 130	scissor		
Aerial lift, truck mounted	max. platform height	25ft		articulated		
		25ft		telescoping		
Aerial lift, truck mounted	max. platform height	50ft		articulated		
		50ft		telescoping		
Aerial lift, truck mounted	max. platform height	75ft		articulated		
		75ft		telescoping		
Aerial lift, truck mounted	max. platform height	100ft		articulated		
		100ft		telescoping		
Air compressor	air delivery	41cfm	to 10	hoses incl.		
Air compressor	air delivery	103cfm	to 30	hoses incl.		
Air compressor	air delivery	130cfm	to 50	hoses incl.		
Air compressor	air delivery	175cfm	to 90	hoses incl.		
Air compressor	air delivery	400cfm	to 145	hoses incl.		
Air compressor	air delivery	575cfm	to 230	hoses incl.		
Air compressor	air delivery	1100cfm	to 355	hoses incl.		
Air compressor	air delivery	1600cfm	to 500	hoses incl.		
Air curtain burner			to 50	in ground		
				above ground		

Air curtain burner			to 75	in ground		
				above ground		
Air curtain burner			to 100	in ground		
				above ground		
Auger, portable	hole diameter	16 in	to 6			
Auger, portable	hole diameter	18 in	to 13			
Auger, Tractor mounted	max. auger dia	36 in	to 13	incl. digger boom and mounting hardware		
Auger, Truck mounted	max. auger size	24 in	to 100	guardrail		
				post driver		
Board, arrow			to 8	trailer mount		
Board, message			to 5	trailer mount		
Breaker, pavement			to 70			
Breaker, pavement			to 105			
Breaker, pavement			to 137			
Broom, pavement	broom length	72in	to 20			
Broom, pavement	broom length	84in	to 45			
Broom, pavement	broom length	96in	to 100			
Broom, pavement mounted	broom length	72in	to 18			
Broom, pavement pull	broom length	84in	to 20			
Bucket, clamshell	capacity	1.0cy		incl. teeth		
Bucket, clamshell	capacity	2.5cy		incl. teeth		
Bucket, clamshell	capacity	5.0cy		incl. teeth		
Bucket, clamshell	capacity	7.5cy		incl. teeth		
Bucket, dragline	capacity	2.0cy				
Bucket, dragline	capacity	5.0cy				
Bucket, dragline	capacity	10cy				
Bucket, dragline	capacity	14cy				
Chain saw	bar length	16in				
Chain saw	bar length	25in				
Chain saw, pole	bar size	18in				
Chipper, brush	chipping cap.	6in	to 35	trailer mount		
Chipper, brush	chipping cap.	12in	to 65	trailer mount		
Chipper, brush	chipping cap.	16in	to 100	trailer mount		
Chipper, brush	chipping cap.	18in	to 125	trailer mount		

Chipper, brush	chipping cap.	18in	to 200	trailer mount		
Chipper, brush	chipping cap.	19in	to 300	trailer mount		
Chipper, brush	chipping cap.	19in	to 450	trailer mount		
Chipper, brush			to 650	trailer mount		
Clamshell & dragline			to 100	bucket not incl		
Clamshell & dragline			to 155	bucket not incl		
Clamshell & dragline			to 235	bucket not incl		
Clamshell & dragline			to 350	bucket not incl		
Clamshell & dragline			to 530	bucket not incl		
Clamshell & dragline			to 800	bucket not incl		
Cleaner, sewer/catch basin	hopper cap.	5 cy		truck mount		
Cleaner, sewer/catch basin	hopper cap.	14 cy		truck mount		
Compactor			to 10			
Compactor			to 45			
Compactor			to 75			
Compactor			to 95			
Compactor			to 150			
Compactor			to 235			
Compactor			to 335			
Compactor			to 535			
Compactor, towed			to 15			
Compactor, towed			to 50			
Compactor, towed			to 100			
Crane	max lift	8 mt	to 80			
Crane	max lift	15 mt	to 150			
Crane	max lift	27 mt	to 200			
Crane	max lift	45 mt	to 300			
Crane	max lift	70 mt	to 350			
Crane	max lift	110 mt	to 450			
Crane, truck mount	max lift	17600lbs				
Crane, truck mount	max lift	33000lbs				
Crane, truck mount	max lift	60000lbs				
Crane, truck mount	max lift	120000lbs				

Cutter, brush	cutter size	8ft	to 150			
Cutter, brush	cutter size	8ft	to 190			
Cutter, brush	cutter size	10ft	to 245			
Distributor, asphalt	tank cap	500 gal		truck mount incl. burners, insulated tank, circul. Spray bar		
Distributor, asphalt	tank cap	1000 gal		truck mount incl. burners, insulated tank, circul. Spray bar		
Dozer, crawler			to 65			
Dozer, crawler			to 105			
Dozer, crawler			to 160			
Dozer, crawler			to 245			
Dozer, crawler			to 375			
Dozer, crawler			to 565			
Dozer, crawler			to 850			
Dozer, wheel			to 260			
Dozer, wheel			to 335			
Dozer, wheel			to 445			
Dozer, wheel			to 615			
Excavator, hydraulic	bucket cap	0.5cy	to 45	crawler, truck @wheel incl. bucket		
Excavator, hydraulic	bucket cap	1.0cy	to 90	crawler, truck @wheel incl. bucket		
Excavator, hydraulic	bucket cap	1.5cy	to 160	crawler, truck @wheel incl. bucket		
Excavator, hydraulic	bucket cap	2.5cy	to 265	crawler, truck @wheel incl. bucket		
Excavator, hydraulic	bucket cap	4.5cy	to 420	crawler, truck @wheel incl. bucket		
Excavator, hydraulic	bucket cap	7.5cy	to 420	crawler, truck @wheel incl. bucket		
Excavator, hydraulic	bucket cap	12cy	to 1000	crawler, truck @wheel incl. bucket		
Fork lift	capacity	6000lbs	to 60			
Fork lift	capacity	12000lbs	to 90			
Fork lift	capacity	18000lbs	to 140			
Fork lift	capacity	50000lbs	to 215			
Generator	prime output	5.5kw	to 10			
Generator	prime output	16kw	to 25			
Generator	prime output	43kw	to 65			
Generator	prime output	85kw	to 125			

Generator	prime output	140kw	to 200		
Generator	prime output	210kw	to 300		
Generator	prime output	280kw	to 400		
Generator	prime output	350kw	to 500		
Generator	prime output	530kw	to 750		
Generator	prime output	710kw	to 1000		
Generator	prime output	1100kw	to 1500		
Generator	prime output	1500kw	to 2000		
Generator	prime output	1900kw	to 2500		
Generator	prime output	2400kw	to 3000		
Golf cart	capacity	2 person			
Graders	Moldboard Size	8ft	to 50	incl. rigid and articulate eq.	
Graders	Moldboard Size	10ft	to 100	incl. rigid and articulate eq.	
Graders	Moldboard Size	12ft	to 150	incl. rigid and articulate eq.	
Graders	Moldboard Size	14ft	to 225	incl. rigid and articulate eq.	
Hose, discharge	diameter	3in		per 25ft length incl. couplings	
Hose, discharge	diameter	4in		per 25ft length incl. couplings	
Hose, discharge	diameter	6in		per 25ft length incl. couplings	
Hose, discharge	diameter	8in		per 25ft length incl. couplings	
Hose, discharge	diameter	12in		per 25ft length incl. couplings	
Hose, discharge	diameter	16in		per 25ft length incl. couplings	
Hose, suction	diameter	3in		per 25ft length incl. couplings	
Hose, suction	diameter	4in		per 25ft length incl. couplings	
Hose, suction	diameter	6in		per 25ft length incl. couplings	
Hose, suction	diameter	8in		per 25ft length incl. couplings	
Hose, suction	diameter	12in		per 25ft length incl. couplings	
Hose, suction	diameter	16in		per 25ft length incl. couplings	
jackhammer (dry)	wgt class	25-45 lbs			
Jackhammer (wet)	wgt class	30-55 lbs			

Loader, crawler	bucket cap	0.5cy	to 32	inc. bucket		
Loader, crawler	bucket cap	1cy	to 60	inc. bucket		
Loader, crawler	bucket cap	2cy	to 118	inc. bucket		
Loader, crawler	bucket cap	3cy	to 178	inc. bucket		
Loader, crawler	bucket cap	4cy	to 238	inc. bucket		
Loader, crawler	bucket cap	5cy	to 300	inc. bucket		
Loader, skid-steer	operating cap	1000lbs	to 35			
Loader, skid-steer	operating cap	2000lbs	to 65			
Loader, skid-steer	operating cap	3000lbs	to 85			
Loader, skid-steer	operating cap	4000lbs	to 94			
loader, tractor, wheel			to 81			
Loader, wheel	bucket cap	0.5cy	to 38			
Loader, wheel	bucket cap	1cy	to 60			
Loader, wheel	bucket cap	2cy	to 105			
Loader, wheel	bucket cap	3cy	to 152			
Loader, wheel	bucket cap	4cy	to 200			
Loader, wheel	bucket cap	5cy	to 250			
Loader, wheel	bucket cap	6cy	to 305			
Loader, wheel	bucket cap	7cy	to 360			
Loader, wheel	bucket cap	8cy	to 415			
Loader, wheel	bucket cap	9cy	to 470			
Loader, wheel	bucket cap	10cy	to 530			
Loader-Backhoe, wheel	loader bucket c	0.5cy	to 40	all buckets inc		
Loader-Backhoe, wheel	loader bucket c	1cy	to 70	all buckets inc		
Loader-Backhoe, wheel	loader bucket c	1.5cy	to 95	all buckets inc		
Loader-Backhoe, wheel	loader bucket c	1.75cy	to 115	all buckets inc		
Mixer, concrete portable	batching cap	10 cft				
Mixer, concrete portable	batching cap	16 cft				
Mixer, concrete trailer m	batching cap	11 cft	to 10			
Mixer, concrete trailer m	batching cap	16 cft	to 25			
Motocycle, police						
Mulcher, trailer mntd	working cap	7 tph	to 35			
Mulcher, trailer mntd	working cap	10 tph	to 55			

Mulcher, trailer mntd	working cap	20 tph	to 120			
Paver, asphalt			to 50	inc. wheel and crawler equip		
Paver, asphalt			to 75	inc. wheel and crawler equip		
Paver, asphalt			to 125	inc. wheel and crawler equip		
Paver, asphalt			to 175	inc. wheel and crawler equip		
Paver, asphalt			to 250	inc. wheel and crawler equip		
Pick-up, asphalt			to 110			
Pick-up, asphalt			to 150			
Pick-up, asphalt			to 200			
Pick-up, asphalt			to 275			
Plow, cable	plow depth	18 in	to 30			
Plow, cable	plow depth	36 in	to 45			
Plow, cable	plow depth	48 in	to 110			
Plow, grader mounted	width	to 10 ft				
Plow, grader mounted	width	to 14 ft				
Plow, truck mounted	width	to 15 ft				
Plow, truck mounted	width	to 15 ft		with leveling wing		
Pump			to 3	hoses not inc		
Pump			to 6	hoses not inc		
Pump			to 10	hoses not inc		
Pump			to 15	hoses not inc		
Pump			to 25	hoses not inc		
Pump			to 40	hoses not inc		
Pump			to 60	hoses not inc		
Pump			to 95	hoses not inc		
Pump			to 140	hoses not inc		
Pump			to 200	hoses not inc		
Pump extender	Length	20 ft				
Pump, w/o power	pump size	6 in				
Pump, w/o power	pump size	12 in				
Pump, w/o power	pump size	24 in				
Saw, concrete	blade dia	14 in	to 14			

Saw, concrete	blade dia	26 in	to 35		
Saw, concrete	blade dia	48 in	to 65		
Saw, rock			to 65		
Saw, rock			to 90		
Saw, rock			to 120		
Scraper	scraper cap	11cy	to 175		
Scraper	scraper cap	16cy	to 250		
Scraper	scraper cap	23cy	to 265		
Scraper	scraper cap	34cy	to 475		
Scraper	scraper cap	44cy	to 600		
Sprayer, seed	working cap	750 gal	to 30	trailer & truck mounted	
Sprayer, seed	working cap	1250 gal	to 50	trailer & truck mounted	
Sprayer, seed	working cap	3500 gal	to 115	trailer & truck mounted	
Spreader, chemical	capacity	5 cy	to 4	trailer & truck mounted	
Spreader, chip	hopper width	12.5 ft	to 152		
Spreader, chip	hopper width	16.5 ft	to 215		
Spreader, chip, mntd	hopper size	8 ft	to 8	trailer & truck mounted	
Spreader, sand	mounting	tailgate, chassis			
Spreader, sand	mounting	dump body			
Spreader, sand	mounting	truck (10yd)			
Striper	Paint cap	40 gal	to 22		
Striper	Paint cap	90 gal	to 60		
Striper	Paint cap	120 gal	to 122		
Striper, truck mtd	Paint cap	120 gal	to 460		
Striper, walk-behind	paint cap	12 gal			
Sweeper, pavement			to 110		
Sweeper, pavement			to 150		
Sweeper, pavement			to 200		
Trailer, dump	capacity	20 cy		prime mover not incl	
Trailer, dump	capacity	30 cy		prime mover not incl	
Trailer, dump	capacity	40 cy		prime mover not incl	
Trailer, equipment	capacity	30 tons			

Trailer, equipment	capacity	40 tons			
Trailer, equipment	capacity	60 tons			
Trailer, office	trailer size	8'*24'			
Trailer, office	trailer size	8'*32'			
Trailer, office	trailer size	10'*32'			
Trailer, water	tank cap	4000 gal		incl. centrifugal pump with sump and rear spraybar	
Trailer, water	tank cap	6000 gal		incl. centrifugal pump with sump and rear spraybar	
Trailer, water	tank cap	10000 gal		incl. centrifugal pump with sump and rear spraybar	
Trailer, water	tank cap	14000 gal		incl. centrifugal pump with sump and rear spraybar	
Trencher			to 35	walk-behind crawler & wheel mounted chain & wheel	
Trencher			to 85	walk-behind crawler & wheel mounted chain & wheel	
Trencher			to 115	walk-behind crawler & wheel mounted chain & wheel	
Trencher			to 175	walk-behind crawler & wheel mounted chain & wheel	
Trowel, concrete	diameter	90 in	to 25		
Trowel, concrete	diameter	100 in	to 38		
Truck, bucket				add flatbed truck to truck mounted aerial lift	
Truck, cleaning				add flatbed truck to sewer cleaner	
Truck, concrete mixer	mixer cap	10cy	to 255		
Truck, concrete mixer	mixer cap	13 cy	to 300		
Truck, dump	struck cap	8 cy	to 210		
Truck, dump	struck cap	10cy	to 235		
Truck, dump	struck cap	12cy	to 255		
Truck, dump	struck cap	18cy	to 330		
Truck, dump	struck cap	28cy	to 400		
Truck, dump	struck cap	40cy	to 460		
Truck, dump	struck cap	50cy	to 620		
Truck, flatbed	maximum GVW	15000lbs	to 150		

Truck, flatbed	maximum GVW	25000lbs	to 180			
Truck, flatbed	maximum GVW	30000lbs	to 215			
Truck, flatbed	maximum GVW	45000lbs	to 250			
Truck, flatbed	maximum GVW	50000lbs	to 300			
Truck, flatbed	maximum GVW		to 375			
Truck, flatbed	maximum GVW		to 450			
Truck, knuckle boom				add flatbed truck to truck mounted crane		
Truck, pickup			to 130	when transp. People		
Truck, tractor			to 210			
Truck, tractor			to 265			
Truck, tractor			to 310			
Truck, tractor			to 350			
Truck, water	tank cap	2500 gal	to 175	inc pump and rear spray system		
Truck, water	tank cap	4000 gal	to 250	inc pump and rear spray system		
Tub grinder			to 400			
Tub grinder			to 500			
Tub grinder			to 600			
Tub grinder			to 700			
Tub grinder			to 800			
Tub grinder			to 900			
Tub grinder			to 1000			
Vibrator, concrete			to 4			
Vibrator, concrete			to 8			
Welder, portable			to 16	inc. ground cable and lead cable		
Welder, portable			to 34	inc. ground cable and lead cable		
Welder, portable			to 50	inc. ground cable and lead cable		
Welder, portable			to 80	inc. ground cable and lead cable		
HOURLY FEE SCHEDULE						
Personnel needs description					Daily	Hourly
Administrative Assistant						
Clerk						
Equipment Operator						

Foreman with truck						
Hazardous Material Containment Area Manager						
Inspector with vehicle						
Laborers						
Operator with chainsaw						
Project coordinator						
Safety superintendent						
Superintendent with truck						
Traffic Control Personnel						
Truck Driver						

Stump Conversion Table

Diameter to Volume Capacity

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

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

0.7854 is one-fourth Pi and is a constant.
 46656 is used to convert cubic inches to cubic yards and is a constant

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

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

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		