



VILLAGE OF PINECREST  
Request for Proposals

## EMERGENCY DEBRIS REMOVAL PROJECT NO. 2019-003

The Village of Pinecrest, herein referred to as the "Village", is soliciting proposals from qualified firms/organizations to provide specified services in connection with emergency debris removal.

The proposals shall be based on the furnishing of all material, labor, supervision and equipment in connection with emergency debris removal services for the Village of Pinecrest, including, but not limited to:

- Village facilities and sites
- Streets and rights-of-way
- Canals
- Tree removal, standing and re-staking

in complete and strict accordance with specifications in the Proposal Packet.

A complete copy of the RFP may be requested at [www.pinecrest-fl.gov/bids](http://www.pinecrest-fl.gov/bids)

Complete proposals must be submitted to the Village of Pinecrest at 12645 Pinecrest Parkway, Pinecrest, FL 33156, no later than **10:00 a.m. on Friday, April 26, 2019** in a sealed envelope clearly marked "EMERGENCY DEBRIS REMOVAL". Any proposals received after the time specified will not be accepted.

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and to contract with multiple contractors for the services specified in this RFP.

Release Date: March 10, 2019

Due Date: April 26, 2019, 10:00 a.m.

Contact: [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov)

12645 Pinecrest Parkway, Pinecrest, Florida 33156  
T: 305.234.2121 | F: 305.234.2131  
[www.pinecrest-fl.gov](http://www.pinecrest-fl.gov)



## SECTION 1 - INTRODUCTION

### 1.1 BACKGROUND

The Village of Pinecrest is a suburban area in Miami-Dade County, Florida. Incorporated in 1996, Pinecrest has a population of 18,223 (2010 Census), and has a total area of 7.6 square miles. This once largely undeveloped agricultural land is in close proximity to Falls Shopping Center, Dadeland Shopping Center, and Metro-rail Station. The Village also has other designated points within its boundary limits that includes, but are not limited to eight public and private schools, six municipal parks, a community center and commercial area, primarily along US1, adjacent to the western limits of the Village. The Village is bounded by US1 (South Dixie Highway/Pinecrest Parkway) to the west, S.W. 136<sup>th</sup> Street to the south, Old Cutler Road to the east and just south of the C-2 canal to the north. The Village delivers a majority of its public community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

### 1.2 INFORMATION AND CLARIFICATION

The Village of Pinecrest is requesting proposals from qualified firms/organizations to provide specified services in connection with emergency debris removal in complete and strict accordance with specifications in the Request for Proposals.

The Village of Pinecrest may award this RFP to multiple proposers as determined by their rankings. The Village reserves the right to call all awarded proposers at the same time if workload warrants. The Village will execute a Professional Services Agreement with each awarded proposer.

All requests for information or clarification should be addressed to [Procurement@pinecrest-fl.gov](mailto:Procurement@pinecrest-fl.gov) no less than five (5) business days before the proposal due date.

### 1.3 ELIGIBILITY

To be eligible to respond to this RFP, the firm should have performed similar work and have relevant experience.

### 1.4 CONE OF SILENCE

You are hereby advised that this Request for Proposal is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Village Manager issues her recommendation, there is a prohibition on communication with the Village's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting, contract negotiations with the staff

following the award of an RFP, RFQ, RFI or bid by the Village Council, or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited. A copy of all written communications must be filed with the Village Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFI or bid for a contract for the provision of goods or services for a period of one year.

All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov). Answers to all submitted questions will be posted on the Village's web site, [www.pinecrest-fl.gov/bids](http://www.pinecrest-fl.gov/bids).

### 1.5 PUBLIC RECORDS

Florida law provides that municipal records shall at all times be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the Village in connection with responses shall be deemed to be public records subject to public inspection.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: GUIDO H. INGUANZO, JR., CMC, VILLAGE CLERK, OFFICE OF THE VILLAGE CLERK, 12645 PINECREST PARKWAY, PINECREST, FLORIDA 33156, 305.234.2121.

### 1.6 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE

Sealed proposals must be received no later than 10:00 a.m. local time on Friday, April 26, 2019 at 12645 Pinecrest Parkway. Each sealed proposal should be clearly marked and identified as follows:

Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156  
"Emergency Debris Removal"

Each proposer shall submit one (1) original, three (3) copies and one (1) digital (CD or USB Flash Drive *in pdf format*) proposal.

The responsibility for submitting a response and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The Village is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive.

### 1.7 VILLAGE OPTIONS

The Village reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of the Emergency Debris Removal. The Village Manager will report to the Mayor and Village Council whether or not a contract award(s) is/are recommended.

The Village also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP.
- To reject or accept any and all submittals.
- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

### 1.8 AWARD OF CONTRACT

The Village intends to select and make a recommendation for award of a contract to the Village Council. The Village shall be the sole judge of the submittals that is/are in its best interest, and its decision is final. The term of the contract shall be in accordance with the time requirements as set forth in this RFP Section 2.5 TERM.

### 1.9 WRITTEN NOTICE TO PROPOSERS

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

### 1.10 NON-ASSIGNMENT

The selected firm shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the Village. The Village may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

### 1.11 INDEMNIFICATION AND HOLD HARMLESS

The selected firm shall indemnify and hold harmless the Village, its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The selected firm shall also indemnify and hold harmless the Village, its agents and employees from and against all claims, damages, losses and expenses arising from action of selected firm's employees on Village property or in the course of carrying out any business related to the contract.

### 1.12 DEFAULT

Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the Village may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

## SECTION 2 —PROJECT DESCRIPTION

### 2.1 SCOPE OF WORK

The work covered by this specification consists of furnishing all material, labor, supervision and equipment in performing all operations necessary in connection with the emergency debris removal services, adhering to the applicable FEMA policies and procedures, for the Village of Pinecrest, including, but not limited to:

- Village facilities and sites
- Streets and rights-of-way
- Canals
- Tree removal, standing and re-staking

A detailed Scope of Services is part of this RFP as Exhibit A.

A Time and Material and Unit price schedule are part of this RFP as Exhibit B and C respectively.

### 2.2 INSPECTION OF FACILITY

Proposers are encouraged to visit the facility.

### 2.3 SELECTED FIRM'S RESPONSIBILITIES

The below listed instructions for Emergency Debris Removal Services (including all Attachments and Exhibits) are hereby made part of this RFP. Compliance with the instructions listed below

is necessary for consideration of this proposal.

- A. **FORMAT-** Contractors must submit the entire RFP packet with the appropriate sections filled out; specifically, the Company Information Form, References, Fees for Service, Public Entity Crimes and Conflicts of Interest form, Drug Free Workplace Form and, Vendor Reference Form. Additionally, contractors should submit a letter of interest along with any other pertinent information to the company including a history of similar projects completed and personnel qualifications/experience.
- B. **MODIFICATIONS-** Be sure to read all conditions and verify all amounts prior to submitting proposal. No changes or additions will be allowed after the submission date and time deadline.
- C. **DEVIATIONS FROM SPECIFICATIONS-** All exceptions to the proposal specifications or alternative proposals must be clearly shown along with complete information. Proposals with such deviations or exceptions may or may not be considered.
- D. **FIRM PRICE-** All prices will remain firm for the term of the AGREEMENT, unless otherwise specified by the CONTRACTOR.
- E. **REFERENCES-** All qualified CONTRACTORS must submit a list of at least three firms, organizations, or major customers to which they have supplied Emergency Debris Removal Services within the past five years. Along with this information should be supplied the name, address and the phone number of each reference listed. Priority will be given for firms with municipal government references.

Reference #1: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference #2: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Reference #3: \_\_\_\_\_

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## 2.4 EVALUATION

- A. EVALUATION OF PROPOSALS - Proposals will be evaluated based upon several criteria: prices, experience, and references.
- B. SUITABILITY OF PROPOSAL- The Village reserves the right to evaluate the proposal in its entirety rather than just considering the price quoted with specific emphasis on the quality of the service provided by the CONTRACTOR.
- C. IDENTICAL PROPOSALS- In the event of two or more identical proposals the Village reserves the right to award the contract arbitrarily, or for any reason, to any of the CONTRACTORS or split the contract in any proportion between two or more CONTRACTORS at the sole discretion of the Village.
- D. AMBIGUITY OF PROPOSAL- Any ambiguity in any proposal as the result of any omission, error, lack of clarity, or non-compliance by the CONTRACTOR with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the Village.
- E. ACCEPT OR REJECT PART OR WHOLE OF ANY PROPOSAL- The Village reserves the right to accept part or all of any specific proposal and the right to reject all proposals, or any part of any specific proposal or proposals. The Village of Pinecrest reserves the right to contract with multiple contractors for the services specified in this RFP.
- F. ANTI-COLLUSION- No collusion with any other CONTRACTOR on prices or the terms of any proposal is permitted and shall be cause for any such proposal to be rejected.

All of these factors and all other information contained in each proposal will be taken into consideration and evaluated. The Village Manager will report to the Mayor and Village Council whether or not a contract award(s) is/are recommended.

## 2.5 TERM

The agreement shall commence upon final execution of the agreement by the Village and continue for three (3) years, with a two-year renewal option, unless cancelled by either party with notice as detailed in the final agreement.

### SECTION 3 - REQUIREMENTS OF THE RESPONSE

#### 3.1 GENERAL REQUIREMENTS

The proposal shall include the following information at a minimum:

- A. Contact Information: Proposals shall clearly indicate the legal name, address, telephone number, email address and website of the proposer (company, firm, and partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the proposer to the submitted proposal.
- B. Company/Organization Background: Qualifications of firm and principals, including but not limited to: firm's history; number of years in business; safety record; local availability of key personnel.
- C. Professional Biographies of Key Personnel: Name, function, and qualifications of personnel in the organization who will be involved in this project.
- D. Person who will be responsible for Village account.
- E. A complete list of present clients and at least three letters of recommendation.
- F. General and professional liability insurance, workers compensation, automobile liability insurance; company name, and extent of coverages.
- G. Provide all necessary licenses, permits and conform to all applicable laws and regulations.
- H. Safety Records, Policies and Procedures.
- I. Any other information you feel is appropriate to assist in the selection process.

#### 3.2 SUBMITTAL REQUIREMENTS

Each firm shall submit one (1) original, three (3) copies and one (1) digital (CD or USB Flash Drive *in pdf format*) proposal by the deadline stated in Section 1.6 of this RFP.

### ATTACHMENTS

- Attachment #1: Public Entity Crimes and Conflicts of Interest Form
- Attachment #2: Drug Free Workplace Form
- Attachment #3: Vendor Reference Form



### COMPANY INFORMATION FORM

THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED ALONG WITH THE COMPLETE PACKAGE.

Company Name:	Federal ID No.:
Contact Person (Name and Title):	Telephone Number:
Mailing Address:	Email:
	Fax Number:
Authorized Signature:	

Attachment #1  
Public Entity Crimes and Conflicts of Interest Form

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**PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST FORM**

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to 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 Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Pinecrest or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

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

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]
- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

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

\_\_\_\_\_  
[signature]

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

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

Attachment #2  
Drug Free Workplace Form

### DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of 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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under 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 of 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment #3  
Vendor Reference Form

VENDOR REFERENCE FORM

Vendor	
Reference Agency Name	
Contact Person & Number	

1. Scope of Work (what kind of work did they perform?)
2. How long have you/did you use this vendor?
3. Where they quick to respond to any issues that came up?
4. Would you consider them easy to work with?
5. Did they require a lot of supervision or oversight?
6. Is there anything you wish they would do differently?
7. Setting aside purchasing requirements, would you hire them again?
8. On a scale from 1 to 10, 10 being excellent and 1 being unsatisfactory, how would you rate:  
a. Quality of work      b. Personnel experience      c. Ability to resolve problems
9. Are you happy with their overall performance?
10. Anything you would like to add?

PLEASE RETURN THIS FORM TO [EPOZAS@PINECREST-FL.GOV](mailto:EPOZAS@PINECREST-FL.GOV) OR FAX (305) 234.2131





1. SCOPE OF WORK (General Description of Services)

The following is a general description of services that upon issuance of a Work Order shall be performed by the CONTRACTOR as approved by the Village Manager or his designee. The CONTRACTOR shall provide all supervision, labor, materials, tools, equipment, and subcontracted equipment/tools, materials necessary for the performance and completion of the work. The CONTRACTOR shall conduct the work so as not to interfere with disaster response and recovery activities of federal, state and local governments and agencies or public utilities. Scope of work shall include, but may not be limited to the paragraphs below numbered 2 through and including 6.

2. FIRST RESPONSE (Initial Push)

The CONTRACTOR shall perform the following services for the first response (initial push). The emergency initial push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the VILLAGE. Time and material rate shall be applicable. The VILLAGE reserves the right to include a cost-not-to-exceed provision in the Work Order that the Contractor exceeds at its own risk without a written and agreed-to amendment.

- CONTRACTOR shall conduct emergency clearance of debris from primary transportation routes as directed by the Public Works Director, or his designee.
- CONTRACTOR shall accomplish street clearance by removing large debris from traffic lanes and stacking the debris on the rights-of-way/swales.
- CONTRACTOR shall develop pre-event emergency response contracts with local equipment contractors, as approved by the VILLAGE, to ensure sufficient resources are available on a timely basis to rapidly accomplish road clearance. Equipment and personnel will assemble at pre-determined rally point(s), as established by the VILLAGE and the CONTRACTOR, to be assigned priority roads for immediate clearance based on the disaster event debris stream. At the rally point(s), all equipment will be photographed, equipment numbers assigned, and all pertinent information for each crew recorded. A master crew summary will be provided to the VILLAGE for documentation purposes. Crews shall be instructed to protect to the extent practicable existing utilities, curbing, sidewalks, signage, street pavements, and other permanent fixtures.
- CONTRACTOR shall be able to respond to emergency situations when product is unknown or extent of service needed is uncertain.
- CONTRACTOR shall identify work-site limitations.

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- CONTRACTOR and their subcontractors shall obtain all required permits, certificates and licenses. All fees pertaining to VILLAGE permits shall be waived.
- CONTRACTOR shall provide clearance to allow for emergency access of search and rescue operations.
- CONTRACTOR shall allow for major roadways linking outside areas to designated response staging and relief center sites.
- CONTRACTOR shall provide for access and entry roadways to and from disposal sites and solid waste disposal facilities.
- CONTRACTOR shall assist public/private utility companies with the ability to provide water and electrical service.
- CONTRACTOR shall be responsible for the removal of various types of debris from public property and rights-of-way.
- While CONTRACTOR is engaged in work requirements under this agreement, CONTRACTOR shall be responsible for the protection of street surfaces, asphalt, water, sewer, storm drain, cable TV, gas and electrical lines and all other infrastructure and communication lines or other utility lines.
- CONTRACTOR shall provide for the emergency assessment of suspected contaminations of hazardous materials.

3. PICK-UP AND HAUL

A. Debris Removal from Public Property and Rights-of-Way. Work will be approved to be performed in accordance with unit price schedule in the form of Work/Purchase Order or Notice to Proceed.

- CONTRACTOR shall mobilize equipment to the VILLAGE as soon as a disaster event is deemed imminent.
- CONTRACTOR'S primary responsibility includes, but is not limited to the pick up of debris, removal from public property and rights-of-way and the hauling to the designated disposal site, or to the Temporary Debris Staging and Reductions site(s) for further separation and reduction prior to final disposal.
- CONTRACTOR shall utilize its own vehicles to collect and load all debris from the VILLAGE'S properties and rights-of-way.
- The VILLAGE shall direct CONTRACTOR'S arriving equipment and crews to a central rally point for inspection, measurement, and certification prior to assignment and deployment.
- CONTRACTOR shall take photographs and detailed information of each

vehicle used for debris removal. The VILLAGE shall supervise the process and approve each vehicle's entry in the Truck Measurement Log provided by the CONTRACTOR.

- CONTRACTOR'S Truck Measurement Log shall include:
  - ❖ Assigned equipment number
  - ❖ License plate number of the haul vehicle
  - ❖ Operating company
  - ❖ Driver's name
  - ❖ Measurements in feet of the height, width, and length of the truck or trailer bed
  - ❖ Sketch of the vehicle indicating exactly where the measurements were taken, volume capacity in cubic yards as calculated for the truck or trailer bed and initials of the VILLAGE and CONTRACTOR
- CONTRACTOR shall adhere to the trucks and/or trailers their company logo and sticker in 8" numbers which details the assigned equipment number and the calculated volume capacity of the truck/trailer bed.
- CONTRACTOR is responsible for obtaining signed load tickets from Miami-Dade County.

B. Debris Removal from Private Property

- CONTRACTOR shall not conduct any work, including debris removal, in private property. The VILLAGE will not pay CONTRACTOR for any work done on private property.

C. Work Areas/Zones

- Using a system that incorporates neighborhoods, major streets, waterways, and other natural boundaries, the VILLAGE and CONTRACTOR shall prepare zone maps of the affected area.
- The assignment of CONTRACTOR'S crews to specific zones for debris collection shall be made in coordination with the VILLAGE, prioritizing those areas most affected by the disaster.
- The CONTRACTOR shall monitor collection crews in their assigned areas to insure debris eligibility, safe operation, and adherence to FEMA debris collection guidelines.
- The CONTRACTOR shall conduct a minimum of three debris removal collection passes from VILLAGE properties and rights-of-way within each of the zones. CONTRACTOR'S third debris removal collection pass will require the VILLAGE'S close observation and inspection to ascertain whether

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or not the VILLAGE will certify the zone clear of debris. CONTRACTOR shall resolve any deficiencies noted by the VILLAGE prior to moving crews to the next zone. The CONTRACTOR shall submit daily reports to the Village that indicate each zone's status including those that have been cleared.

- CONTRACTOR shall insure all debris is loaded at curbside with appropriate machinery that will not destroy property. CONTRACTOR shall be responsible for all property damage.
- Depending on the debris size and type, CONTRACTOR shall use appropriate excavation type machinery in accordance with local, state, and federal safety guidelines.

#### 4. TECHNICAL ASSISTANCE/RECORD KEEPING AND REPORTING

##### A. Technical Assistance

CONTRACTOR'S technical assistance team will perform the following core responsibilities, which are intended to assist the VILLAGE in receiving the maximum eligible reimbursement from external sources.

- CONTRACTOR shall comply with Federal and State guidelines conducted under the Public Assistance Program including, but not limited to the following reference materials: Debris Management Guide (FEMA), Policy Digest (FEMA), Public Assistance Guide (FEMA), Applicant Handbook (FEMA), Stafford Disaster Relief and Emergency Assistance Act (US Congress), and 44 CFR (US Congress).
- CONTRACTOR shall provide documentation of all costs associated with emergency incidents in a timely manner to assist the VILLAGE in cost recovery in accordance with established FEMA requirements. CONTRACTOR must coordinate with appropriate VILLAGE staff regarding proper billing procedures to meet FEMA reimbursement requirements. CONTRACTOR'S invoice shall include the segregation of costs by Site or Project Worksheet. CONTRACTOR shall deliver the aforementioned records to the VILLAGE'S Public Works Director.
- CONTRACTOR shall immediately report the discovery of any hazardous material to the VILLAGE.
- CONTRACTOR shall provide recovery overview to the VILLAGE.
- CONTRACTOR shall brief the VILLAGE on the recovery process, critical meetings, required procedures and the current disaster recovery environment.
- CONTRACTOR shall assist and support the local recovery team through the recovery process.

- The CONTRACTOR shall remain on site until released by the VILLAGE.
- CONTRACTOR shall conduct an exit interview with the VILLAGE.
- CONTRACTOR shall prepare an after action disaster event report for the VILLAGE.
- CONTRACTOR shall remain available for any additional recovery assistance and guidance requested by the VILLAGE.

B. Documentation and Reporting

CONTRACTOR shall supply the VILLAGE with the load tickets to record the debris collected from the rights-of-way and transported to the designated disposal site. CONTRACTOR'S load ticket shall contain 15 key data points described in the Debris Management Guide (FEMA). CONTRACTOR'S load ticket shall consist of five-parts allowing all recovery participants to maintain documentation.

The CONTRACTOR shall post the load tickets to a report with a hard copy and disk provided to the VILLAGE'S Public Works Director. CONTRACTOR shall detail the following load ticket information on the report:

- Date
- Village of Pinecrest
- Preprinted ticket number
- Hauler's name
- Truck number
- Truck capacity in tons
- Load percentage full
- Load amount in billable weight
- Debris classification as burnable, non-burnable, mixed, other
- Point of origin for debris collected and time loaded
- Dump site location, date and time dumped

CONTRACTOR shall provide to the VILLAGE'S Public Works Director daily reports denoting progress to date and crew assignments. CONTRACTOR'S reports shall detail current crew assignments by zone and the percentage of completion for each pass by zone. The CONTRACTOR will also provide a project deficiency report to the VILLAGE on a daily basis detailing any accidents, private or public damage, and/or homeowner complaints. CONTRACTOR shall be committed to an initial response to all deficiencies within 24 hours.

5. PROJECT MANAGEMENT

CONTRACTOR shall attend meetings and provide for daily progress reports as well as the dispatching of field supervisors where necessary. A twenty-four (24) hour response must be provided by CONTRACTOR for any complaints from homeowners. CONTRACTOR shall provide for quality assurance at all times.

CONTRACTOR shall be monitored by the Village Manager or his designee to ensure work is being performed as detailed in this Agreement, including Attachment A, Scope of Services.

CONTRACTOR shall provide name, phone numbers and emails of crew chiefs, foremen, superintendents, etc., to be contacted in the field. Said crew chiefs, foremen, superintendents, etc. must have radio and/or phone communication with the crew reporting to them.

6. MOBILIZATION PLAN

As part of the proposal, CONTRACTOR must provide a mobilization plan which includes a time line indicating set-up and the different steps of mobilization, anticipated staging area(s), and office location.

CONTRACTOR shall mobilize equipment to the VILLAGE as soon as a disaster event is deemed imminent.

7. OTHER SERVICES AS NEEDED

The CONTRACTOR shall perform other services only as specifically designated and additionally authorized through the issuance of a work order by the VILLAGE for the following services and/or as negotiated in accordance with Emergency Procurement Procedures.

- Hazardous stump removal
- Hazard and debris removal from canals and waterways
- Aerial hazard mitigation (hangers)
- Backfill material

Exhibit B – TIME AND MATERIAL PRICE SCHEDULE

Request for Proposal  
Emergency Debris Removal  
Project No. 2019-003

FEES FOR SERVICES - Upon satisfactory completion of the specified work as determined by the sole discretion of the Village Manager, the CONTRACTOR agrees to charge the VILLAGE in accordance with the following fees for service:

- A. Grapple Truck with Operator \$ \_\_\_\_\_ per hour
- B. Bobcat with Operator \$ \_\_\_\_\_ per hour
- C. Chainsaw with Laborer \$ \_\_\_\_\_ per hour
- D. Power Pruner with Laborer \$ \_\_\_\_\_ per hour
- E. Cherry Picker with Operator \$ \_\_\_\_\_ per hour
- F. Bucket Truck with Operator \$ \_\_\_\_\_ per hour
- G. Loader Truck with Operator \$ \_\_\_\_\_ per hour
- H. Front End Loader with Operator \$ \_\_\_\_\_ per hour
- I. Back-hoe with Operator \$ \_\_\_\_\_ per hour
- J. Flat Bed Truck with Operator \$ \_\_\_\_\_ per hour
- K. Pick-up Truck with Operator \$ \_\_\_\_\_ per hour
- L. Dump Truck with Operator \$ \_\_\_\_\_ per hour  
(please state size: \_\_\_\_\_)
- M. Water Truck with Operator \$ \_\_\_\_\_ per hour
- N. Polecat with Operator \$ \_\_\_\_\_ per hour
- O. Misc. Tools, Gas, Oil & Equipment \$ \_\_\_\_\_ per hour
- P. Supervisor \$ \_\_\_\_\_ per hour
- Q. General Laborer \$ \_\_\_\_\_ per hour
- W. Stump Grinder \$ \_\_\_\_\_ per hour



Exhibit C – UNIT PRICE SCHEDULE

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Request for Proposal  
Emergency Debris Removal  
Project No. 2019-003

FEES FOR SERVICES - Upon satisfactory completion of the specified work as determined by the sole discretion of the Village Manager, the CONTRACTOR agrees to charge the VILLAGE in accordance with the following fees for service:

- |    |  |   |
|----|--|---|
| A. | Debris Removal*                          | \$ _____ per ton                          |
|    |  | \$ _____ per cubic yd.                    |
| B. | Cutting of Tree Hangers<br>(1-5 hangers) | \$ _____ per tree                         |
| C. | Cutting of Tree Hangers<br>(6+ hangers)  | \$ _____ per tree                         |
| D. | Stump Removal**                          | \$ _____ per stump<br>(stump size: _____) |

\*This includes all equipment, operator, special labor, and any and all other fees necessary for the general debris pick-up throughout the Village of Pinecrest, hauling and dumping this debris at Miami-Dade County Trash Center. Dumping fees are NOT included. Contractor will need to certify their trucks through the Miami-Dade County Solid Waste Department.

\*\*Stumps are to measure more than 24 inches in diameter (measured two feet from the ground) and be at least 50%uprooted. This includes all equipment, operator, special labor, and any and all other fees necessary for the general debris pick-up throughout the Village of Pinecrest, hauling and dumping this debris at Miami-Dade County Trash Center.