



ORIGINAL BID

For

City of Hollywood



**RFP-4593-18-PB Emergency Debris Removal
from Limited Spaces & Gated Communities**

Due: May 31, 2018 | 3:00 pm



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3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – Office
(785) 478-4195 – Fax
ggathers@customtreecare.com
www.customtreecare.com

City of Hollywood
2600 Hollywood Blvd., RM #221
Hollywood, FL 33020

City Clerk,

Attached are completed bid proposal documents from Custom Tree Care (CTC) for the City of Hollywood, RFP-4593-18-PB Emergency Debris Removal from Limited Spaces & Gated Communities. Our Disaster Response Division was founded over 12 years ago. CTC has operated as a successful, well-established “tree” company for 18 years providing services throughout the Midwest. Therefore, emergency recovery and storm debris removal is a natural fit. CTC has operated as either “the” prime contractor, the financing and singular prime subcontractor or a major first tier (sub) contractor in the recovery of over 85 major catastrophic events in 25 states.

Coming up through the ranks as a subcontractor, we have had the experience needed to streamline the recovery process, while maintaining our 100% safety record. We have also been able to develop and streamline debris removal, reduction and disposal to ensure that our teaming partners and the community receive the benefits of our experience.

CTC, unlike many of the “major players” holds the advantage of owning a fleet of equipment which can readily provide the rapid response needed for any size project, in any location. We don’t have to “wait” for subcontractors to mobilize, get insurance, staff their equipment. Many primes are heavily dependent on rental equipment which may or may not be available when needed the most.

Our past performance is excellent, and we will strictly adhere to all requirements of this project including program standards as provided in FEMA’s “Debris Management Guide.” Custom Tree Care is registered to do business in the State of Florida and have completed several contracts of this nature in the past for school districts, Municipalities (cities and towns), counties, states and federal government. Our staff is trained in FEMA

practices and all work practices will conform to applicable OSHA, ANSI, and DOT standards.

Upon award we will provide all additional documentation required. We look forward to serving the City of Hollywood in completion of this project.

Respectfully,

A handwritten signature in black ink, appearing to read "Greg Gathers", written in a cursive style.

Greg Gathers
CEO & ISA Certified Arborist
MW-4172A
Custom Tree Care, Inc.



3722 SW Spring Creek Ln.
Topeka, KS 66610
(785) 478-9805 – office
(785) 478-4195 – fax
ggathers@customtreecare.com
www.customtreecare.com

CAPABILITY STATEMENT

About

Established in 1999; Custom Tree Care, Inc. (CTC) has served residential, commercial, and government clients as a leading provider of tree removal, tree trimming, and debris management services. CTC has been involved as a prime and subcontractor on over 100 separate contracts spanning 25 states. CTC has completed projects performing routine tree maintenance and debris removal following several hurricanes, tornadoes, floods, wind, snow, and ice storms.

Services

- Emergency Road Clearance
- Debris Removal/ Management
- Tree Trimming
- Tree Removal
- Demolition
- Stump Grinding
- Reduction
- Disposal

Past Performance

- | | |
|-----------------------------------------|-------------------------|
| - National Park Service | - Topeka Public Schools |
| - Department of Veterans Affairs | - Saline County, KS |
| - United States Army Corps of Engineers | - Larimer County, CO |
| - VT Griffin | - City of Derby, KS |
| - Missouri Department of Transportation | - City of Lawrence, KS |
| - Picerne Military Housing | - City of Iowa City, IA |

- Kansas Department of Wildlife & Parks
- State of Iowa
- City of Kansas City, MO
- City of Shawnee, KS
- City of North Kansas City, MO
- City of Topeka, KS
- Iowa State University
- City of Horton, KS
- City of Warrensburg, MO
- City of Quincy, IL
- City of Council Bluffs, IA
- City of West Park, FL
- South Broward Drainage District
- City of St. Cloud, FL
- Pamlico County, NC
- Palm Beach County, Schools, FL
- Forsyth County, GA
- City of Roeland Park, KS
- City of O'Fallon, MO
- Housing Authority of Kansas City
- City of Roeland Park, KS

- City of Webster Groves, MO
- City of Springfield, MO
- University of Arkansas
- City of Gardner, KS
- City of Lee's Summit, MO
- City of Jefferson City, MO
- City of Holton, KS
- Kansas State University
- Cleveland Metroparks
- City of Boulder, CO
- Broward County Schools, FL
- Brazoria County, TX
- City of Lake Jackson, TX
- City of Goldsboro, NC
- City of Indianapolis, IN
- City of Memphis, TN
- City of Mission, KS
- Shawnee County, KS
- University of Central Missouri
- Wayne County, NC

Custom Tree Care, Inc. has a proven track record of safety, professionalism, integrity, and value. CTC has the resources and financial capability to complete projects on time and deliver results that meet our client's goals. The personnel of CTC are highly trained and certified in multiple NIMS, debris management, OSHA, FEMA documentation, and arborist courses. Our fleet of company owned equipment provides the immediate response once we are activated. If necessary, we have the means to quickly assemble and deploy additional personnel and equipment. When disaster strikes, we're ready to respond.

Greg Gathers
 CEO & ISA Certified Arborist
ggathers@customtreecare.com
 (785) 221-7550 mobile



PAST PERFORMANCE

(AS A PRIME CONTRACTOR)

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
FL	School District of Palm Beach County	Debris Removal & Hauling Services Disaster Recovery Assistance		5/19/2016	Helen Stokes (561) 371-9011
FL	City of St. Cloud	Emergency Debris Management and Removal		6/23/2016	Kevin Felblinger (407) 957-7353
FL	City of West Park	Hurricane Debris Clearing / Removal		6/1/2016	Dan Millien (954) 964-0824
TX	City of Lake Jackson	Debris Removal 2016 Hurricane Season		3/23/2016	William Yenne (979) 415-2400
TX	Brazoria County	Debris Hauling		6/14/2016	Lesa Grouard (979) 864-1825
MO	Housing Authority of Kansas City	Tree Services		3/1/2015	Ric Chase (816) 968-4100
KS	City of Mission, KS	Nuisance Abatement		1/19/2016	Nilo Fanska (913) 676-8350
KS	City of Roeland Park	Nuisance Abatement		1/19/2016	Shiloh Wells (913) 722-2600
KS	Shawnee County	Line Clearance, Tree Trimming, Stump Removal & Emergency Services		9/22/2016	Tom Hammer (785) 251-2663
TN	City of Memphis	Emergency Removal Storm Debris		6/30/16- 6/30/18	Barry Levine (901) 237-2805
NC	Pamlico County	Vegetative and C&D Debris Removal		7/1/16- 6/30/18	Courtney Norfleet (252) 745-3133

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
NC	City of Goldsboro	Vegetative Debris Removal		8/4/2016	Tracy Barber (919) 580-4393
NC	Wayne County	Debris Clearing & Removal Services		11/14/2016	Noelle Woods (919) 705-1714
GA	Forsyth County	Debris Removal & Disposal Service		5/20/2016	JT Schwimer (770) 888-8872
MO	City of O' Fallon	On-Call Debris Removal		11/4/2015	Dan Buesse (636) 379-5492
MO	City of St. Louis	Emergency Debris Management		11/2/15- 10/31/20	Skipp Kincaid (314) 613-7200
FL	Broward County Schools	Emergency Debris Cleanup & Removal		12/9/15- 11/30/18	Latoya Clark (754) 321-0504
KS	City of Derby	Brush Grinding	\$ 24,100.00	11/1/2015	Michael Day (316) 239-8693
CL	Cleveland Metroparks	2015 Tree Removal Program	\$ 66,300.00	10/1/2015	Jim Rodstrom (216) 739-6044
IL	City of Quincy	Storm Damaged Tree Removal & Trimming Project	\$ 275,400.00	10/1/2015	Jon Vrandenburg (217) 257-9380
IN	City of Indianapolis	Catastrophic Event Tree Response	Varies	10/1/15- 10/1/19	Bill Kinclus (317) 664-1166
MO	University of Central Missouri	On Call Tree Services IFB #9685	Varies	9/17/14- 12/17/18	Brad Mackey (660) 543-4495
MO	North Kansas City	Tree Maintenance Services	Varies	12/1/13- 11/30/18	Chris Cooper (816) 274-6004
MO	Missouri DOT - SW District	On Call Tree Trimming SW-14-029CS	Varies	12/5/13- 11/30/14	Christina Stephens (417) 895-7811
MO	Missouri DOT - KC District	On Call Tree Trimming KC-B13-018	Varies	6/14/13- 6/14/16	Toni Terry (816) 347-4112

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u> 6/1/13- 6/1/16	<u>CONTACT</u>
MO	City of Kansas City, MO	Annual Tree Maintenance & EAB Tree Removal	Varies		Alice Hannon (816) 513-8566
KS	City of Topeka	Final Yard Clean-up	Varies	11/14/2012	Tim Davis (785) 368-0139
KS	City of Derby	2012-022 Brush Grinding	\$ 17,750.00	10/19/2012	Darryl Zimmerman (316) 734-4263
TX	National Park Service	P12PX28609	\$ 59,065.00	10/19/2012	Linda Whelles (432) 477-2807
KS	City of Lawrence, KS	Levee Clearing at Airport	\$ 63,000.00	5/18/2012	Steve Bennett (785) 832-3123
KS	City of Shawnee, KS	Tree Trimming & Emergency Tree Debris Removal Contract	Varies	6/1/11- 6/1/19	Tammy Snyder (913) 742-6267
TX	National Park Service	P7130100049 Tree Removal Services	\$ 31,670.00	10/8/2010	Linda Whelles (432) 477-2807
IA	Iowa State University	RFQ 61451 Disaster Recovery - Veenker	\$ 19,968.80	10/1/2010	Brian Burkheimer (515) 294-4793
SD	United States Army Corps. Of Engineers	W9128F-10-M-G034 Tree Trimming / Removal	\$ 87,025.00	9/6/2010	Gary Ledbetter (402) 667-2530
OK	VT Griffin (Fort Sill, OK)	Tree Pruning / Removal Debris Removal	\$ 308,950.00	2/24/2010	Richard Castleberry (580) 442-6557
OK	Picerne Military Housing (Fort Sill, OK)	Tree Pruning Debris Removal	\$ 316,552.50	2/2/2010	Greg Starkey (580) 581-2100
KS	Dept. of Veteran Affairs	Tree Services VA-786-P-0787	\$ 20,725.00	10/7/2009	Jayne Quinley (913) 683-1179
MO	City of Webster Groves, MO	Tree Removal	\$ 5,900.00	4/2/2009	Katie Nakazone (314) 963-5319
MO	City of Lees Summit, MO	Annual Tree Maintenance	Multiple	4/16/09- 4/15/15	DeeDee Tschirhart (816) 969-1087
IA	State of Iowa Woodward Resource Center	Tree Removal / Pruning	\$ 15,525.00	3/24/2009	Kim Polish (515) 438-3511
AR	University of Arkansas	Hazardous Limb Removal & Debris Removal	\$ 80,630.00	2/8/2009	Sam Emerson (479) 575-6172

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
AR	Dept. of Veteran Affairs	Hazardous Limb Removal & Debris Removal VA-564-C90185	\$ 59,900.00	2/9/2009	Kevin Garrison (479) 444-4006
KS	Dept. of Veteran Affairs	Tree Services VA-786-Q8-RP-0243	\$ 51,300.00	9/26/2008	Jayne Quinley (913) 683-1179
KS	City of Lawrence, KS	Emergency Tree Services	Multiple	1/1/08- 12/31/19	Crystal Miles (785) 832-7970
KS	USD #501 Schools Topeka, KS	Tree Services	Multiple	Various Dates	Gary Menke (785) 295-3095
KS	City of Holton, KS	Line Clearance Trimming	\$ 114,534.76	8/29/2008	Scott Frederickson (785) 364-7977
KS	Fort Riley, KS	Tree Trimming, Removal, Stump Grinding	\$ 362,700.00	7/24/2008	John Barber (785) 239-6537
KS	City of Horton, KS	Hazardous Limb Removal Debris Hauling & Removals	\$ 99,949.28	5/12/2008	Levi Henry (785) 486-2681
KS	City of Holton, KS	Hazardous Limb Removal	\$ 57,238.00	4/11/2008	Rex Cameron (785) 364-3379
KS	City of Junction City, KS	Tree Trimming, Removal, & Debris Hauling	\$ 15,441.59	3/1/2008	Steve Hoambrecker (785) 238-7142
KS	City of Topeka, KS	Debris Hauling	\$ 57,790.00	1/15/2008	Adam Moser (785) 368-3758
MO	City of Springfield, MO	027-2008 Tree Removal	\$ 24,160.00	11/1/2007	Joe Payne (417) 864-1135
KS	Dept. of Veterans Affairs	Tree Services VA-786-07-RP-0282	\$ 58,695.00	9/27/2007	Jayne Quinley (913) 683-1179
IA	Iowa City, IA	08-28 Tree Removal	\$ 8,950.00	9/24/2007	Rea Lyn Schepers (319) 356-5106
CO	Larimer County, CO	07-29 Tree Removal	\$ 12,950.00	9/19/2007	Lonnle Berett (970) 498-5671
KS	Saline County, KS	06-0768 Tree Trimming	\$ 31,730.00	10/31/2006	Nell Cable (785) 826-6525
KS	Saline County, KS	05-5114 Tree Trimming	\$ 4,200.00	10/31/2006	Nell Cable (785) 826-6525

<u>ST</u>	<u>CLIENT</u>	<u>CONTRACT #</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>CONTACT</u>
KS	City of Lawrence, KS	65349 Tree Trimming	\$ 4,400.00	9/16/2006	Jim Beebe (785) 423-0889
IA	Iowa City, IA	07-16 Tree Removal	\$ 11,600.00	8/4/2006	Rea Lyn Schepers (319) 356-5106
KS	City of Lawrence, KS	64907 Tree Removal	\$ 6,500.00	6/19/2006	Jim Beebe (785) 423-0889
KS	City of Lawrence, KS	64616 Tree Trimming	\$ 4,475.00	5/8/2006	Jim Beebe (785) 423-0889
MO	City of Jefferson City, MO	2262 Tree Trimming & Removal	\$ 18,800.00	4/26/2006	David Grellner (573) 634-6423
KS	Kansas Department of Wildlife Parks	09046 Tree Trimming & Removal	\$ 11,500.00	3/4/2006	Alan Stoops (620) 672-0715

(AS A SUBCONTRACTOR)

<u>ST</u>	<u>EVENT / DESCRIPTION</u>	<u>*PRIME CONTRACTOR</u>	<u>JOB NAME</u>
LA	Flooding	DRC	City of Baton Rouge
LA	Flooding	TFR	LA DOT
NC	Hurricane Matthew	Class A (KDF)	NC DOT
FL	Hurricane Matthew	HDR (JB Coxwell)	City of Jacksonville
FL	Hurricane Matthew	Kalser Kane	FL DOT - District 2
SC	Ice Storm	County Waste	Georgetown County
NJ	Hurricane Sandy	Beeghly Tree (Ashbritt)	New Jersey Tree Trimming & Debris Removal
NY	Hurricane Sandy	Arbormasters (Looks Great Services)	Long Island Railroad
KS	Landclearing	Charah, Inc.	Clearing / Grubbing for Westar Energy
CT	Snowstorm	Arbormasters	Glastonbury, CT
MA/CT	Snowstorm	Beeghly Tree (Ashbritt)	Various in MA & CT
VA	Hurricane Irene	Garrettson Const. (Phillips & Jordan)	Prince George / Dinwiddie Co., VA
VA	Hurricane Irene	Crump Construction (OMNI)	Henrico Co., VA
AL	Tornado - Leaner/Hanger	Bolt Const. (Phillips & Jordan)	Jackson Co., AL
AL	Tornado - Leaner/Hanger	Thunder (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Leaner/Hanger	Garrettson Const. (Phillips & Jordan)	Cullman Co., AL
MO	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Joplin, MO
AL	Tornado - Debris	Bamaco (Phillips & Jordan)	DeKalb Co., AL
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Elmore Co., AL
AL	Tornado	Aster & Cross	AT&T Line Clearing
AL	Tornado - Debris	Optimal Recovery (Phillips & Jordan)	Tuscaloosa, AL
AL	Tornado - Debris	Ceres	Pleasant Grove, AL
MD	Line Clearance	Evans Tree Works (Merciers)	PG&E Line Clearance
SC	Tree Removal	SRS, Inc.	SC DOT
MS	Tornado - Debris	Crump Construction (SRS)	Yazoo City, MS
MS	Tornado - Debris	Deason Construction (SRS)	Holmes Co., MS
TN	Flood - Debris	Deason Construction (SRS)	Nashville, TN
TN	Flood - Debris	B & B Environmental (DRC)	Nashville, TN
TX	Hurricane Ike	B & B Environmental (DRC)	Galveston, TX ROE
KS	Ice Storm	Pro-Line Construction	Doniphan Co. Electric Co-op
KY	Ice Storm	Bamaco	Henderson County, KY
AR	Ice Storm	SRS, Inc.	Springdale, AR
AR	Ice Storm	United Disaster Response (DRC)	Fayetteville, AR
AR	Ice Storm	DEH (DRC)	Green County, AR
TX	Hurricane Ike	Cahaba (DRC)	Galveston, TX
TX	Hurricane Ike	DEH (AshBritt)	Pasadena, TX
TX	Hurricane Ike	TL Disaster Service (DRC)	Kingwood, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Polk County, TX
TX	Hurricane Ike	United Disaster Response (TFR)	Fort Bend County, TX
LA	Hurricane Gustav	Integrated Pro Services	Terrabonne Parish, LA
NE	Wind Storm	United Disaster Response (TFR)	Omaha, NE
MO	Ice Storm	Integrated Pro Services	St. Joseph, MO

<u>ST</u>	<u>EVENT / DESCRIPTION</u>	<u>*PRIME CONTRACTOR</u>	<u>JOB NAME</u>
MO	Ice Storm	United Disaster Response (Crowder)	Joplin, MO
OK	Ice Storm	United Disaster Response (Bamaco)	Del City, OK
OK	Ice Storm	United Disaster Response (Bamaco)	Mustang, OK
OK	Ice Storm	United Disaster Response (Crowder)	Sand Springs, OK
LA	Hurricane Katrina	Integrated Pro Services (Ceres)	Jefferson Parish, LA
LA	Hurricane Katrina	Templar Titan (Phillips & Jordan)	Orleans Parish, LA
MO	Ice Storm	BLG Environmental (DRC)	Springfield, MO
MO	Ice Storm	Ace Tree Service (DRC)	Greene County, MO
NY	Snow Storm	United Disaster Response (TFR)	Erie County, NY
FL	Hurricane Wilma	United Disaster Response (TFR)	City of Hollywood, FL
LA	Hurricane Katrina	United Disaster Response (OMNI)	St. Tammany Parish, LA
LA	Hurricane Katrina	United Disaster Response (TFR)	Louisiana DOT
LA	Hurricane Katrina	United Disaster Response (OMNI)	City of New Orleans, LA
LA	Hurricane Katrina	Kansas City Tree Care (TFR)	NAS New Orleans
*SUB TO PRIME CONTRACTOR			

City of Goldsboro
1601 Olingman Street
Goldsboro, NC 27533
919.794.8674
www.goldsboronc.gov

"Getting DIRTY so the City Can Shine!"



Letter of Reference

Greg,

I just wanted to pass on our thanks and appreciation for working with us and the citizens of Goldsboro during our recovery efforts after hurricane Matthew. Your staff was extremely accommodating and willing to work with us at every level to ensure debris was collected and removed as expediently as possible from within our City.

Your flexibility and willingness to continue to haul vegetative debris, even weeks after being awarded a separate contract to haul C & D debris, allowed us time to ensure all vegetative debris was collected and hauled away.

It was a pleasure doing business with you I would definitely recommend Custom Tree Care for future services.

Respectfully,

A large, stylized handwritten signature in black ink, appearing to read "R. Fletcher III".

Richard E.A. Fletcher III
Interim Public Works Director
City of Goldsboro, NC

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

CTC, Inc. worked on numerous projects for Storm Reconstruction Services, Inc. performing debris removal, debris reduction and disposal for the past 10 years.

During that time, CTC, Inc. performed all projects in a professional, safe manner and met or exceeded all Project deadlines. They also went above and beyond the usual requirements, ensuring that all personnel had all certifications, licensing, insurances and bonding that gave them a more competent edge

Mr. Greg Gathers, President and Owner of CTC, Inc. communicated openly with the Project managers and assisted in sharing the responsibility of the jobs as if they were his own.

CTC, Inc. has grown to become a major contender in the disaster recovery business. CTC, Inc. has the latest equipment suitable to perform the tasks at hand. Mr. Gathers' handpicked crews possess the training, backgrounds and expertise to perform all operations efficiently and effectively. CTC, Inc. is able to analyze and assess the most expedient recovery plans and provide their contracting partners with immediate boots on the ground service.

Storm Reconstruction Services, Inc. highly recommends Custom Tree Care, Inc. as your next Prime Contractor in any size catastrophic recovery operation.

If you would like additional information, please phone me on my cell 205-242-1501.

Sincerely,

C. Patton
Vice President (Retired)
Operations Manager

Storm Reconstruction Services, Inc.

WITT|O'BRIEN'S

a SEACOR company

TO WHOM IT MAY CONCERN:

Please accept this letter of recommendation for Custom Tree Care, Inc.

Witt O'Briens had the pleasure of working alongside Custom Tree Care, Inc. during November and December 2016. During that time, our prime responsibility was to monitor, document and validate all debris activities performed by the contractors.

We found Custom Tree Care, Inc to be the most professional, and safety- minded contractor we have ever worked with.

They performed all required duties in a timely manner, utilizing the best maintained equipment for the purpose.

The required documentation provided to us exceeded what we have experienced in the past. Thereby, allowing the contracting agency to receiving federal, state and other compensation in a most expedient manner.

We feel that, although Custom Tree Care, Inc. may not be the largest or the oldest in the emergency recovery business they are by far one of the best in the business.

Therefore, we are happy to give a full recommendation on their services.

Please contact Ryan Booth at 251-509-6923 or rbooth@wittobriens.com for further information.

Sincerely,

Ryan Booth
Debris Operations Specialist
Witt O'Briens



Current Debris Removal Contract List

❖ Florida

- Broward County Public Schools
- School District of Palm Beach County
- City of St. Cloud
- City of West Park
- South Broward Drainage District
- Town of Bay Harbor Islands
- Santa Rosa County School Board

❖ Georgia

- Forsyth County

❖ Indiana

- City of Indianapolis

❖ Kansas

- City of Lawrence
- City of Shawnee
- City of Mission
- City of Roeland Park
- Shawnee County

❖ Louisiana

- New Orleans Park

(Continued on page A16)

❖ **Mississippi**

- Lee County

❖ **Missouri**

- City of St. Louis
- City of O'Fallon
- City of North Kansas City
- University of Central Missouri
- Missouri Department of Transportation
- Housing Authority of Kansas City
- City of Independence
- Franklin County

❖ **North Carolina**

- Pamlico County
- City of Goldsboro
- Wayne County
- Town of Emerald Isle
- Town of Atlantic Beach
- Town of Belville
- Town of Carolina Beach
- Town of Wrightsville Beach

❖ **Tennessee**

- City of Memphis

❖ **Texas**

- Brazoria County
- City of Sweeny
- Chambers County
- HGAC (Houston-Galveston Area Council)
- City of Cedar Hill
- City of Oyster Creek



References

<u>CLIENT</u>	<u>DESCRIPTION</u>	<u>CONTACT</u>
City of Boulder, CO P.O. Box 791 Boulder, CO 80306	Debris Removal, Storm Damaged Tree Trimming & Removal	Kara Mertz (720) 878-6127 mertzka@bouldercolorado.gov
City of Quincy, IL 730 Maine Street Quincy, IL 62301	Debris Removal, Hazardous Stump Removal, Storm Damaged Tree Trimming & Removal	Jon Vrandenburg (217) 257-9380 jvrandenburg@quincyll.gov
City of Derby, KS 611 Mulberry, Ste. 300 Derby, KS 67037	Brush Grinding	Michael Day (316) 239-8693 michaelday@derbyweb.com
City of Lawrence, KS 6 East 6th Street Lawrence, KS 66044	Tree Trimming, Tree Removal & Debris Removal	Crystal Miles (785) 832-7970 cmiles@lawrenceks.org
City of Shawnee, KS 11110 Johnson Drive Shawnee, KS 66203	Debris Removal, Tree Trimming & Tree Removal	Randy Martin (913) 742-6958 rmartin@cityofshawnee.org
City of Kansas City, MO 1520 W. 9th Street Kansas City, MO 64101	Tree Trimming, Tree Removal, Stump Removal & Debris Removal	Louis Cummings (816) 719-3176 louis.cummings@kcmo.org
City of North Kansas City, MO 2010 Howell St. North Kansas City, MO 64116	Tree Trimming, Tree Removal & Debris Removal	Chris Cooper (816) 274-6004 ccooper@nkc.org
City of Goldsboro, NC P.O. Box Drawer A Goldsboro, NC 27530	Vegetative Debris Removal	Tracy Barber (919) 580-4393 tbarber@goldsboronc.gov
Wayne County, NC 224-226 E. Walnut St. Goldsboro, NC 27533	Debris Clearing & Removal Services	Noelle Woods (919) 705-1714 noelle.woods@waynegov.com



Current Industry Association Memberships

- Arkansas Emergency Management Association
<http://www.arkansas-ema.org>
- Better Business Bureau
<http://www.bbb.org>
- Emergency Management Association of Texas
<http://www.emat-tx.org>
- Florida Emergency Preparedness Association
<http://www.fepabeta.org>
- International Association of Emergency Managers
<http://iaem.com>
- International Society of Arboriculture
<http://www.isa-arbor.com>
- Iowa Emergency Management Association
<http://iowaema.com>
- Kansas Emergency Management Association
<http://www.kema.org>
- Louisiana Emergency Preparedness Association
<http://lepa.org>

(Continued on page A19)

- Missouri Emergency Management Association
<http://www.mo-ema.org>
- National Emergency Management Association
<http://www.nemaweb.org>
- North Carolina Emergency Management Association
<http://www.ncema.net>
- Oklahoma Emergency Management Association
<http://www.oema.us>
- South Carolina Emergency Management Association
<http://www.scemaonline.org>
- Tree Care Industry Association
<http://tcia.org>

PRE-EVENT /EVENT RESPONSE TIME

Due to our experience with rapid mobilization and the need for communication with our contracting partners, CTC, Inc. has developed procedures to minimize the time necessary to respond to a disaster. We can mobilize the required number of crews and personnel within 24 hours of a Notice to Proceed. In the instance of hurricanes, especially for predisposition contracts, response time is even faster.

PRE-POSITIONING

During hurricane season, CTC, Inc. closely watches the buildup of potential tropical storms or hurricanes. As a storm approaches a location for which we have a predisposition contract, we will begin placing staff on alert and pre-positioning both staff and equipment. The Regional Manager nearest that location will be responsible for coordinating those efforts.

The pre-positioned resources will:

- 1) Be located as close to the potential impact area as possible without putting them in harm's way
- 2) Have recovery equipment immediately accessible to our contracting partners. We take into consideration that damaged or destroyed by the storm obviously affects the timely response capability, therefore;
- 3) Provide Local, experienced subcontractors who are on standby and alert, and will provide details on their resources that can be deployed immediately upon request.

As the storm nears landfall, and the potential impact on the area becomes more refined, Our Management Team and specialists will:

- 1) Make an initial assessment of size of the potential debris problem.
- 2) Make a determination of what additional resources may be needed, based on that previous assessment.
- 3) Determine how those resources will be deployed.
- 4) Transmit information to potential subcontractors. In most catastrophic events, our prime subcontractors are familiar with the procedure and headed to the affected areas.
- 5) Provide a buildup of resources over a short period of time as needed.

Until the immediate response agencies (law enforcement, fire departments, etc.) provide approval, there will be a limitation on the amount of debris removal equipment that can be moved into an area and what operations can be initiated.

That means that we can have the equipment and personnel available within a short period of time, but remains committed to close coordination with the immediate responders' needs. Resources will be deployed to provide the best response commensurate with limitations established by the immediate responders.

IMMEDIATE DEBRIS OPERATIONS

We have in-house resources to begin debris operations almost immediately, especially debris clearance (moving debris to the sides of the roads and streets to allow access of emergency vehicles). As the information regarding the extent of the debris impact areas becomes more exact, the amount and type(s) of equipment required to conduct an efficient operation will become more refined.

This general procedure ensures that, in the event of a hurricane (or other disaster that provides some warning), we can have trained, experienced personnel with appropriate equipment on site and working in a minimum amount of time – regardless of the location of that disaster.

In the immediate aftermath of a disaster for which there was no warning (tornado, earthquake, bombing), the deployment procedures developed and used by us still minimize the time required to adequately respond. All equipment is maintained in a ready-to-deploy condition. Personnel are accustomed to short notice, and the internal communications system used by us ensures that key personnel are readily available. In most instances, we can be operational on-site within 24 hours, often before access is permitted to portions of the damaged area. Frequently, that time is much less than 24 hours after receipt of a Notice to Proceed.

We understand the necessity to begin debris operations quickly and conduct them efficiently.

Technical Approach

Mobilization Plan

This Mobilization Plan outlines the approach strategy that CTC, Inc. uses after a state of disaster. We fully recognize and comprehend that it is our pre-emptive duty to ensure sure that this plan is carried out in a time of emergency when you may have no way to communicate with us. Therefore, we assume the responsibility of being able to move into the impacted area and carry out our assigned mission, with full capability, no matter how severe the damage may be.

Our years of experience tell us that when equipment is brought in from multiple different directions, including right here in your community, we are able to provide a more expedient mobilization. This is why, with a pre-event contract in place, we plan in advance to call resources in from numerous different locations, and via numerous different routes of entry.

Our subcontractors, who are local to your area, are experienced and aware of the needs of CTC, Inc. They become integral members of our advance planning team. Their input and area knowledge are called up during both advance planning, and post-event response operations.

For those events that impact is forecast (hurricanes, tropical storms, ice storms, and floods) there is advance warning and an ability to monitor and track the developing weather pattern. For these predictable events, sufficient time is allowed for confirmation of situation-specific pre-planning efforts and preparation which ultimately allows for a more rapid and coordinated mobilization. With these forecast events, CTC, Inc. will identify several staging areas within a 80-100 mile radius of the forecast impact zone and mobilize the equipment and manpower needed for the immediate push. Through this advance planning, we are able to guarantee an immediate response to the emergency clearance of debris from the roadways phase of operations. CTC, Inc. will pre-position personnel and equipment in your community when directed. We will identify several points and paths of entry into your community/damage zone can be made. The number and use of these areas will depend largely on the size and destructive force of the event that is being responded to. In addition, multiple points-of-entry or paths into critical response zones will be identified.

The CTC, Inc. Project Manager will be in close contact with your Project Manager or designed POC, as the event impact draws closer. If required, we will arrive with our advance team and position ourselves in your Emergency Operations Center (EOC) or other suitable Debris Command Center prior to the landfall of a storm, regardless of anticipated storm category. Coordination can then be affected regarding the entry of response entry into the damage zone.

The Mobile Command Center will normally be in place within 24 hours, if required, after the Notice to Proceed and provide the communication link between all agencies, and provide a field site for daily briefings and coordination. This Command Center enables CTC, Inc. to have unlimited access, via satellite, that will provide phone, fax and broadband Internet connection regardless of damage to cable and local wireless infrastructure.

CTC, Inc. has established the following schedules of crew deployment for your community. The quantity and make-up of crews required will be made during the Initial Damage Assessment (IDA) stage, immediately following the event. Categories of hurricanes have been selected as representative indicators of the damage likely to occur. These only represent a baseline on which to illustrate our mobilization schedule for you.

Category 1 & 2 Hurricanes / Tropical Storms/Ice/Snow Storms -- Spot Jobs/Small Event (Vegetative Debris Only)

- 80% of crews within 24 hours of NTP
- 100% of crews within 48 hours of NTP

Category 3 Hurricanes / Tropical Storms/Ice/Snow Storms -- Significant Event (Woody and C&D Debris)

- 40% of crews within 24 hours of NTP
- 60% of crews within 48 hours of NTP
- 100% of crews within 72 hours of NTP

Category 4 Hurricanes/Tropical Storms/Ice/Snow Storms -- Significant/Catastrophic Event (All Categories of Debris)

- 25% of crews within 24 Hours of NTP
- 40% of crews within 48 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews within 96 Hours of NTP

Category 5 Hurricanes Tropical Storms/Ice/Snow Storms / -- Catastrophic Event/Total Devastation (All Categories of Debris)

- 25% of crews within 24 hours of NTP
- 60% of crews within 72 hours of NTP
- 100% of crews within 96 hours of NTP

CTC, Inc. is familiar with catastrophic events of all scope and sizes. CTC also monitors its performance on a daily basis, and after consultation with you, will bring more resources as necessary to meet your developing schedule for work output.

Operations and Management Plan

In general terms, following a written Notice to Proceed, CTC, Inc. debris management work will typically consist of the following, as listed in chronological (though often overlapping or concurrent) order. Each of these work tasks will be closely coordinated with and as directed by City or County staff.

1. Pushing and clearing debris from primary arterial highways that serve previously identified critical facilities. No attempt to remove debris is made at this time. The objective of this "cut and push" effort is to open roadways to emergency response vehicular traffic. This work is conducted during the "emergency period" immediately following the event with FEMA guidelines limiting it to the first 70 work hours and may include working between sundown and sunrise. A great emphasis is placed on safety during this time as downed power lines present a true hazard to the health and safety of response crews. Close coordination with the local electrical company will be conducted throughout this period.
2. During this timeframe, debris removal equipment and personnel will begin to be "checked in" with all necessary documentation gathered, and trucks and trailers measured (CY) for maximum load carrying capacity and identification placards installed. Also during this time, the Temporary Debris Staging and Reduction Sites (TDSRS) will be located, regulatory approval gained for, and construction for operations begun.
3. As soon as the TDSRS is ready to receive debris (interior haul roads established and traffic control patterns formulated; site does not need to be ready for reduction/recycling efforts at this time), debris removal crews will be dispatched to begin gathering, loading and hauling debris to its designated site (vegetative debris will be taken to the TDSRS and Construction and Demolition (C&D) debris will be taking to a local, lawfully permitted landfill or other site as may be specified.
4. As the number of crews and equipment increases (called the "ramp up" period), so does the need for qualified monitors to be assigned to each crew, or zone. These monitors will issue load tickets for each load of debris managed, and certify to reimbursement agencies its "eligibility." Our crews are generally kept in the same zone and sector throughout the clean-up. This helps to identify responsible parties when damage to private property is reported, investigated, and resolved.

5. Citizen drop-off points may be established in the community. This gives those citizens who wish to remove debris from their private property a place to bring it, and greatly reduces the number of illegal dumping complaints that will be received. CTC, Inc. will provide the necessary equipment and manpower to safely operate these sites, and clean them of all debris at the end of each day.
6. As debris removal operations progress, and the TDSRS is made ready for reduction/recycling operations (including baseline environmental (soil and groundwater sampling when required), debris removal crews will continue on a daily, uninterrupted basis, to haul vegetative debris and recyclables to the TDSRS. C&D debris will continue to be hauled to a local, lawfully permitted landfill. Additional crews will be brought in to conduct all tree trimming and stump removal operations.
7. Debris removal crews will normally make three scheduled passes in each zone and sector. Approximately 60% of all debris managed is removed from the right-of-way during the first pass. Once the majority of vegetative and C&D debris have been removed, White Goods (washers, dryers, refrigerators, freezers, air conditioning units, stoves, water heaters, and dishwashers) will be loaded and hauled to either the TDSRS for recycling, or to a local, lawfully permitted landfill as directed.
8. Multiple, scheduled passes will be made until debris removal operations are completed, as determined by the government contracting agency.
9. As debris operations begin to come to a close (the "ramp down" period), crews and equipment that are no longer required will be released from duty.
10. Once all activities are completed at the TDSRS, site closure will begin. This includes, but is not limited to the following:
 - Removal of all debris reduction by-products.
 - Removal of all equipment, office trailers, inspection towers, and portable toilets and wash stations.
 - Removal of all stone utilized to create points of ingress and egress, interior haul roads, and parking areas.
 - Removal of all site features (fencing and erosion control) that may have been constructed.
 - End-of-Job environmental samples are taken, tested, and compared to baseline samples.
 - CTC, Inc. will then request a final inspection from the appropriate government official. A "punch list" of items to be corrected is developed and final closure action taken. Only upon mutual, written agreement between the property owner, government official, and CTC, Inc. Project/Operations Manager is a site considered closed.

Debris removal, reduction and disposal work hours are generally defined as from sun-up to sundown, seven (7) days/week, including holidays. This schedule will be coordinated with, and approval gained from local officials.

This chronology of debris operations is defined in general terms only. Additional specific items of work may be directed by the local officials and work performed by CTC, Inc. All work will be performed so as to not interfere, to the greatest extent possible, with all other emergency response agencies, including but not limited to: utility companies, government agencies, volunteers and local government forces.

Debris Volume Estimation

Estimating the volume of debris generated following an event is not an exact science. At CTC, Inc. we utilize several different methodologies to make "an educated estimation." These include: utilization of the US Army Corps of Engineers Hurricane Debris Volume Estimation Model; a per household times the total number of households method; a per mile of roadway times the total miles of roadway method; and other data as may be available. Each of these methodologies and estimates is lead by an experienced CTC, Inc. team member whom has significant history in making just these type estimates of material on the ground.

Billing/Invoices

At the conclusion of each day's work activities, daily reports and load tickets are collected from all CTC, Inc. supervisory personnel. These are then reviewed for completeness and correctness and entered into our proprietary database. This data entry is normally accomplished at our headquarters office where we will maintain work stations for this purpose. This data entry normally follows the work effort by just one day, meaning that the City will have nearly real-time data throughout the project. Invoices are normally generated on a bi-weekly or monthly basis, dependent upon the schedule mutually agreed upon. Our records are maintained for a minimum of ten (10) years to ensure that we can support whatever request the City may have, particularly during the audit that will be performed by DHS/FEMA.

Authorized Persons

Greg Gathers
Brandon Timmons
Kevin Meier
Zach Witt
Adrian Ybarra
Delbert Cohagen

Each of these people operates from our headquarters office. Our address is:
3722 SW Spring Creek Ln Topeka KS 66610

WORK PLAN

Through our years of experience in responding to disaster debris-generating events across the nation, we at CTC have developed and refined a strategy to include both pre-event planning and post-event operations. This strategy is founded on the concept that we, both the agency's staff and the Custom Tree Care (CTC, Inc.) staff, can best do the majority of our critical thinking on the "blue sky day" when time is available to carefully and thoroughly research alternatives to various scenarios. In essence, we can develop a "Project Checklist" to guide us through those first days following the "black sky day."

At CTC our Standard Operating Procedure for Debris Mission Assignments includes the following elements:

Pre-Event Planning

- Identify and introduce, in person, CTC Project Team to your staff so that when we are required to work together, we have already established our professional relationship and rapport;
- Review with your staff, in detail the most recent update of the Debris Management Plan to ensure that we understand completely your plan of attack and have those base maps first required in current order;
- Actually ride those roadways listed as having priority to conceptualize the volumes and types of debris that may be encountered during emergency clearance operations;
- Review with your staff the identified Temporary Debris Staging and Reduction Sites and the preliminary design established;
- Review both your and our Communications Plan to ensure they are compatible and afford interoperability;
- Conduct and/or participate in table top and functional exercises focused on managing the volumes of documentation required for reimbursement of eligible damage costs;
- Participate in any and all other training and exercises as you may direct;
- Conduct on-site classroom training utilizing the FEMA Emergency Management Institute Independent Study Programs for Debris Management, National Incident Management System/Incident Command System (NIMS/ICS), the Public Assistance Program and all updates/new policies and procedures.

Alert Stage

- As a potential debris-generating weather event approaches, CTC will be in communication with your staff to ensure that our Communication Plans are in current order, and we will begin to alert our Project Team, local area subcontractors, and out-of-area subcontractors that their services may be required in the near future.
- As the weather event track is established and the real potential for landfall in an area that may damage your area is established, and at your direction, CTC will mobilize our Project Manager and emergency road clearance crews and equipment to pre-stage at the Operations Base Camp. This will allow for and ensure an immediate damage assessment and mobilization of crews and equipment to those areas previously identified for emergency road clearance operations.

Post-Event Operations:

The Preliminary Damage Assessment and Emergency Road Clearance operations will begin as soon as wind speeds fall below gale force. Dependent upon the severity of damage, additional crews and equipment pre-stage just beyond the anticipated damage zone will be mobilized. It is expected that the

majority of the emergency road clearance crews and equipment will be CTC's own and those available from local area subcontractors.

- Temporary Debris Staging and Reduction Sites, crew and equipment check-in locations, and the availability of housing and camping areas will be inspected to ascertain their availability for immediate/near future use. This information will then be relayed to our Logistics Manager.
- During this phase, our crews will be available, at a minimum from sun-up to sun-down. If required, work will continue after dark if it can be performed safely.
- Documentation for work performed will be kept on a time and materials basis, utilizing the hourly rates schedules included in the contract. Each morning, a report of the previous day's work will be made to Your Project Manager and include: all labor hours broken down by category; all equipment hours broken down by type and category; and the road segments that have been opened to a minimum of one lane of traffic in each direction. Cumulative summary reports will be made as requested.
- As the volume of debris to be managed is estimated, mobilization will begin of additional crews and equipment required during the initial stages of removal. These crews and equipment will stage in close proximity to the Your to be ready for immediate deployment upon completion of the road clearance, and as directed by your POC.

Estimated Time Frame: 70 Hours

Post-Event Operations: Debris Removal, Reduction and Disposal

- During the initial stages of debris removal operations, your staff and CTC will determine what zones and sectors are to be cleared in a prioritized order. This establishment of priorities is important in that it allows for you, the Monitors, and our crews and equipment to arrive on-scene in a scheduled manner. This is the "ramp up" stage of operations.
- While crews, equipment and Monitors are being assigned to debris removal work areas, the CTC Project Team members will continue to work with Your staff to inspect the damages areas for hazardous waste materials; critical drainage ways and navigable waterways that require immediate attention to mitigate further damages; the presence of abandoned automobiles and watercraft that may impede debris operations; in some instances, the presence of beach sand that has been washed onto private property and roads; and any other elements of destruction that will/may impact or disrupt debris removal operations.
- The CTC Project Team and your staff will also be reviewing the need for identification card badges for each crew member that will be working.
- The CTC Project Team will also be working closely with the local area landfills to construct additional entrances at the landfills to support the extremely high volume of traffic above that normally experienced. Without these additional infrastructure elements, long wait times will be encountered and severely disrupt the timeliness of debris removal operations.
- If a part of the contract language, automobiles and vessels that are abandoned or displaced will each be recovered, moved to a staging/salvage yard, the owner identified and notification made, inspected by their respective owners' insurance agent prior to final disposal methods being determined.
- While goods will be segregated from other debris and taken to a staging area at the TDSRS, where they will be first inspected for the presence of Freon or other coolants, gases, and oils and putrefied foods. These potentially hazardous materials will be recovered by an appropriately licensed subcontractor prior to disposal at a recycling facility.

- ◊ Household hazardous wastes (HHW) will be segregated at the pick-up point prior to removal by a separate crew. These wastes will then be disposed of at an appropriately licensed landfill. A separate, bermed, lined and covered temporary staging area will be constructed at each TDSRS for segregation of HHW that is inadvertently delivered. Removal and disposal will be on an as-needed basis.
- Construction and Demolition (C&D) debris will be segregated as much as practicable at the pick-up point, prior to loading for hauling to the appropriately licensed landfill for final disposal.
- ◊ Hazardous limbs and hazardous stumps require proper identification and documentation prior to removal. This information and documentation is required by FEMA for maximum reimbursement of eligible costs and will be accomplished by the Yours' Monitor. Once this data is gathered, and hazardous limbs and stumps are authorized for removal, CTC crews will cut, remove, and load for hauling to the TDSRS for volume reduction.
- Vegetative debris will be loaded from the public rights-of-way, hauled to the TDSRS where volume reduction will be accomplished by mulching/grinding and/or burning/incineration. By-products from the reduction process may be used by the Your, gated communities, golf courses, or general recreation areas for landscape purposes, sold to an urea paper products company or general manufacturing plant for use as boiler or "hog" fuel, or as the last resort sent to a lawfully permitted local landfill for use as daily cover.
- Documentation of debris removal, reduction, recycling and disposal operations will be primarily by load tickets, and based on the cubic yard method of measurement. Daily, cumulative, and summary reports will be made to the Yours' Project Manager. Additional reports detailing completion of passes; numbers of vehicles and/or vessels removed; numbers of white goods managed; and numbers of leaning trees removed, hanging hazardous limbs cut, hazardous stumps removed; and volume of household hazardous waste removed will be generated and provided as you request.

Resources

In the case of a major catastrophic event, CTC is on ready and standby for immediate call and can be mobilized within 12 hours following a Notice to Proceed. In addition, CTC maintains an active database of subcontractors from across the nation, the majority of whom have worked with our Project Teams on past debris removal operations. This database contains subcontractors who assist us with trucks and trailers of varying sizes, heavy equipment, CDL drivers, heavy equipment operators, mechanics, skilled and unskilled labor, administrative assistants, clerical staff, contract specialists, on-site fuel delivery, generators, temporary housing, laundry and catering services, hazardous waste specialists, water-borne debris removal specialists, and arborist services.

Temporary Debris Staging and Reduction Site Management Plan

In conjunction with your local government representative, CTC, INC, Inc. will develop a site specific plan for each Temporary Debris Staging and Reduction Site (TDS) we are tasked with operating. The Plan will address the following items, as appropriate, with additional subjects as may be required:

1. **Site Management Organization and Responsibilities**
This will provide to all involved parties a clear delineation of the organization at the site, and the responsibilities assigned to each. It also facilitates quality control at the site.
2. **Startup Check List**
This list is developed to ensure that all of the work tasks involved in the clearing and preparation of a site are addressed and can be "checked off" the list as they are completed.
3. **Ingress/Egress**
Initially, these stabilized roads will be constructed to bring in the equipment necessary to prepare the site for operations. They will then be used by haul trucks to bring debris into the site for proper handling. The roads will be maintained throughout the entire operation.
4. **Site Preparation**
This includes clearing, grading, establishment of erosion control and baseline testing for soil and groundwater. The site must be carefully cleared and graded to ensure proper drainage, while minimizing erosion. All environmental concerns related to buffer zones, runoff, and potential impacts to nearby streams, air, and groundwater will be addressed.
5. **Traffic Control Procedures**
Depending upon the extent of traffic control required this may require an appendix entitled "Maintenance of Traffic". It will address the movement of vehicles into and out of the site, and include provisions for keeping the streets or roads free of debris.
6. **Safety**
There are many activities that occur within TDS, including the diverse array of heavy equipment operating; large volumes of debris hauling trucks dumping their loads; potentially hazardous debris; maintenance activities; tub grinders and air curtain incinerators being operated; and large numbers of personnel. A diligent and concentrated focus on safety must be of paramount importance to each individual at the site. CTC, INC. It is a part of every plan written by CTC, INC, Inc. personnel, and is continually emphasized.
7. **Segregation of Debris**
In order to be properly managed throughout the reduction/recycling and disposal processes, all incoming debris must be segregated into various categories; including Household Hazardous Waste (HHW), Vegetative debris, Construction and Demolition (C&D) debris, and White Goods, Small Engine Equipment and Electronic Waste.
8. **Site Plan**
A Site Plan will be drawn to identify the location of all activities, and include traffic control, inspection tower location, and dumping, grinding, burning, ash storage, HHW storage, temporary office, "Clear Zones" and portable toilet and hand wash station locations.
9. **Reporting Requirements.**
CTC, INC. maintains an extensive record of the activities that occur at a Debris Reduction Site, including the number and identification of trucks, volume of debris entering the site, types of debris, etc. CTC, INC. can provide a

wide range of reports. The types and schedules for preparing and submitting reports required by the COR will be contained in the plan.

10. Site Closure

A site closure plan will be developed and address the removal of all debris and debris reduction by-products, haul roads and dump pads, security fencing, office trailers, portable toilets and hand wash stations, inspection towers. Sampling of soil and groundwater will be taken as required and compared to the baseline data gathered. Each site will be returned to its original condition, or as may be desired, and approved by, the property owner and your local government representative.

VEHICLE INSPECTION TOWER

Inspection towers are provided as per contract guidelines. The cost of these towers is a part of our proposal and costs to be absorbed by the company. All towers meet FEMA guidelines as dictated in FEMA Publication 325.

Towers are built and provided at the various selected temporary vegetative debris reduction sites/locations designated by the Site Specific Management Plan (SSSP).

Tower construction is as follows:

- The frame and body of the inspection tower is constructed with pressure treated wood.
- The floor is an 8" x 8" area, elevated 10 feet above a leveled ground area.
- All towers are constructed of 2" x 8" joists, 16" O.C. with ¾ inch plywood supported by 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs, and ½ inch plywood protects the perimeter of the floor area.
- The floor shall be covered with a corrugated roof. The roof will provide 7 feet of headroom below the support beams. The tower will be adequately anchored and wooden steps with handrail will be constructed to provide access.
- A work table, 4' x 2 ½' x ¾ inch plywood supported at all four corners will also be built.
- A temporary mechanical lift may be used until a fixed inspection tower is constructed.

A PICTURE OF A TYPICAL CONSTRUCTED TOWER IS SHOWN BELOW





In efforts to expedite the debris removal process, the city has asked that we follow these rules.

In efforts to expedite the debris removal process, the city has asked that we follow these rules.

The city has asked that debris be separated into the six categories, shown below.

The city has asked that debris be separated into the six categories, shown below.

Large appliances:
Refrigerator,
washer/dryer, air
conditioner, stove,
water heater,
dishwasher

Do not leave doors **unlocked or unsecured**

Vegetative debris:
Tree branches, leaves, logs, plants

Construction debris:
Building materials, drywall, lumber, carpet,
furniture, plumbing

Household garbage
Bagged garbage, discarded food, paper, packaging.

Debris that is placed farther than 20 feet from the curb is considered private property and will not be picked up.

Delirium should not block recovery

SUBCONTRACTING PLAN

INTRODUCTION:

CTC, Inc. maintains an extensive database of subcontractors with specialty equipment and varied resources which are fully committed to CTC. Many of these subcontractors have partnered with CTC in a variety of different projects over the past 17 years. CTC prides itself on its relationship with these hardworking companies, and a mutual trust exists between us.

CTC, Inc. is an Equal Opportunity Employer. We strive to meet or exceed all subcontracting goals identified in your Request for Proposal. We identify all subcontractors regarding certifications as M/WBE, SBE, 8A, or Hub zone. We have extensive databases for all areas throughout the U.S., so that we can actively identify the qualified ones for your proposal.

Additionally, CTC appreciates the input from our contracting partners on recommendations and referrals of qualified, licensed, insured contractors with the required experience for your event. The knowledge of the area, their relationship with your citizens is a plus to CTC and its mission.

SUBCONTRACTING PLAN AND UTILIZATION:

CTC, Inc. will utilize a workforce comprised of in-house personnel and subcontractors specializing in various phases of debris management, disposal and recycling. As stated previously, we will identify local subcontractors already in our network as well as hire as many contractors and laborers as available in an effort to allow members of disaster struck communities to take part in the reconstruction process, and to assist the community financially and economically. The majority of these subcontracts will fill positions for hauling of debris to TDSRS, hauling of debris to disposal sites, hauling debris for recycling purposes.

Subcontractors will provide trucks and trailers that meet all USACE requirements for safety, licensing, permitting and registrations. Subcontractors will provide copies of all licenses upon request, and will stay with their assigned areas, completing the assigned task. These crews will work in a methodical manner until they have fulfilled their areas cleanup requirements.

CTC, Inc. will seek local, qualified individuals for employment during the disaster cleanup and reconstruction phase, including placing advertisements in the local newspapers and visiting the local employment office. Positions for laborers, data entry, flaggers, monitors, and other personnel will assist CTC in our task. Temporary employment agencies may be used to provide manpower to complete the task, but only after the proper screening and submission of drug tests.

Unless otherwise stipulated in your contract, twenty five percent (25%) of the total amount of work to be performed will be by CTC personnel and equipment. CTC, Inc. will operate with our specialized and trained reduction personnel. CTC, Inc. has commitment letters from contractors across all of the continental United States.

SUBCONTRACTORS AGREEMENTS AND RESPONSIBILITY:

Subcontractors for CTC are committed contractually to complete their assignments as instructed, and must attend all safety meetings, follow the chain of command, and report to the CTC

COR daily to keep projects moving forward. CTC is known for its open line of communications, and for the respect we have for our subcontractors.

All subcontractors are required to attend weekly tailgate meetings, sign CTC's drug-free workplace statement and to conform to all operating policies as set forth our project management team.

All CTC subcontractors are familiar with the proper use of ADMS electronic reporting procedures, the latest technologies in recording and monitoring procedures, and are trained in the proper documentation for the benefit of all concerned.

CTC subcontractors are aware of all charge back procedures for damages, provide daily reports to CTC site supervisors, and also act as good-will diplomats to citizens, making the cleanup efforts as stress free as possible in an emergency situation.

A copy of our Subcontractor's agreement is either included in this proposal or may be accessed by contacting the corporate office. These agreements have been reviewed by attorneys for various states so that they meet the contracting laws of the particular state in which we are working.

PROPRIETARY INFORMATION:

A list of qualified, experienced, insured, prequalified subcontractors for your particular area is included in this proposal (if required in the proposal), or may be accessed at our corporate office upon request. This list is proprietary information and not to be shared with other contractors who are bidding on this project.



3722 SW Spring Creek Ln.

Topeka, KS 66610

(785) 478-9805 – Office

(785) 478-4195 – Fax

ggathers@customtreecare.com

www.customtreecare.com

KEY PERSONNEL

Greg Gathers

- President/ Chief Executive Officer since 1999
- BS in Agriculture Technology Management, Kansas State University
- Certified Arborist by International Society of Arboriculture (MW4172A)
- Certified Arborist by Kansas Arborists Association
- Line-clearance certified tree trimmer
- Kansas CDL
- CPR and First Aid Certified
- 18 years' experience as an arborist
 - OSHA 30 General Industry Certification
- Completed EMI Debris Management Course at NHC 2008
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800
- Attended Debris Management training at NHC.
- Supervised crews on over 100 government contracts

Carol Patton

- Contract Specialist
- 19 years' experience in the debris management industry
- Accounting/ Business Administration, University of Alabama and University of South Florida
- NIMS certification for IS-100, IS-200, IS-400, IS-700, & IS-800
- Attended Debris Management training at NHC
- Research and development of RFP's and contracts
- Pre-Event trainer for Pre-Standing Contracts

David M. Bean, CPA

- Chief Financial Officer
- Certified Public Accountant
- Financial Statement Preparation, Compilation & Review
- Payroll Processing & Payroll Tax Return
- Tax Return Preparation
- Internal Controls

Maura Gathers

- Vice-President of Business Development
- Public Relations
- Marketing & Branding
- Community Outreach and Volunteer Coordinator
- 10+ Years' Managerial Experience
- 13+ Years' Experience in Sales and Client Relations
- NIMS certification for IS-100, IS-200, IS-253, IS-632, IS-634, IS-700, & IS-800
- Directions in Organizational Leadership Certification (Washburn University School of Business)

David Sterbenz

- Emergency Management Coordinator
- Logistics before, during, and after disaster events
- Incident Commander
- Client Liaison

Kimball Swift

- Project Manager
- Management of temporary debris sites
- Management of multiple demolition, hauling, and debris reduction projects
- BS Degree in Forestry Management, Auburn University
- CPR and First Aid Certified
- OSHA 4 Hour, TWIC, HAZMAT 40 Hour Certification

Zach Witt

- Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Adrian Ybarra

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

Delbert (Jack) Cohagen

- Assistant Project Manager
- Kansas CDL
- CPR & First Aid Certified
- Manages, maintains, and coordinates crews & equipment
- Line Clearance Tree Trimmer
- Completed EMI Debris Management Course
- OSHA 10 Hour Certification
- NIMS certification for IS-100, IS-253, IS-630, IS-631, IS-632, IS-634, IS-700, & IS-800

All employees have undergone a training program which incorporates ANSI A300 and ANSI Z133.1 standard. Employees are also required to attend weekly safety meetings.

EQUIPMENT LIST- CUSTOM TREE CARE INC. 1/23/18

YEAR	MAKE	MODEL	VIN #	DESCRIPTION	GVW	UNIT #
1999	Sterling	LT9513	2FZXKMCB6XAA85573	Grapple Truck	64,000	573
1998	International	8100	1HTHCAHR9WH520083	Grapple Truck	52,000	83
2004	Sterling	LT9500	2FZMAZCV34AM47624	Grapple Truck	64,000	624
2001	Sterling	LT9513	2FZHAZAS51AA53258	Grapple Truck	56,000	258
1998	Ford	LT8513	1FDYS86F5WVA33171	Semi-Truck	54,000	171
2002	Sterling	LT9513	2FZHAZAS92AJ69397	Grapple Truck	64,000	397
2010	Load Max		5L8PH2023A1019035	Debris Trailer	20,000	
2005	Towmaster		4KNFT232X5L163150	Debris Trailer	20,000	
1980	Dorsey		148311	Trailer	40,000	
2014	Homemade		T916507	Debris Trailer	20,000	
1995	Belshe		16JF01820S1026770	Debris Trailer	20,000	
2004	International	4200	1HTMPAFM26H306420	Bucket Truck	25,999	420
2008	Freightliner			Bucket Truck	33,000	683
2006	International	4300	1HTMMAAM16H287326	Bucket Truck	25,999	326
2005	International	4300	1HTMMAAM35H101624	Bucket Truck	25,999	624BT
1999	International	4700	1HTSCABMXXH607429	Bucket Truck	25,999	429
2004	International	4300	1HTMMAAM74H604765	Bucket Truck	25,999	765
2006	International	4300	1HTMMAAM14H604762	Bucket Truck	25,999	762
1999	International	4700	1HTSCAAMXXH608730	Chip Truck	25,999	730
2000	International	4900	1HTSDAAN7YH257179	Chip Truck	33,000	179
1998	Case	1845C	JAF0250566	Skid Loader		
2007	Bandit	250XP	21998	Chipper		
	Bandit	200		Chipper		
1999	Bandit	200	IH8294	Chipper		
1998	Bandit	200	13605	Chipper		
2000	Progressive	34'	1P9EC3427YP297528	Command Center		
2001	L and L		1L9BF18291A374664	Trailer	14,000	
2007	North American Cargo		5SMCL142071002573	Trailer		
2000	Eagle		4ET716F27Y1003905	Trailer	14,000	
2006	Nomad	30'	1FE200P226B001317	Travel Trailer		
2007	Ford	F-350	1FDWF37P37EA08891	Pickup	10,000	891
2003	Ford	F-250	1FTNX21P03ED23903	Pickup		903
1997	Ford	F-350	1FTHF36F4VEA98605	Pickup		605
2011	Ford	F-250	1FT7W2BT8BEB39332	Pickup		
2004	Ford	F-250	1FTNW21P14EB66550	Pickup		550
2009	Ford	F-350	1FDWF37R89EA60361	Pickup	10,000	361
2010	Ford	E350	1FBSS3BLOADA81253	Van		253
2003	Vermeer	SC752	1VRN151U031000869	Stump Grinder		
2017	Bandit			Stump Grinder		
	Vermeer			Stump Grinder		
1999	Vermeer	SC752	1VRN151U1X1000384	Stump Grinder		
1997	Vermeer	SC752	1VRN151U6V1000118	Stump Grinder		
2008	Polaris	Ranger		UTV		
2013	Generac	5500W		Generator		
2016	Generac	5500W		Generator		
2008	Miller	210		Mig Welder		



DBE/SWBE/MBE/Affirmative Action Plan

Policy Statement

It is the policy of Custom Tree Care, Inc. (CTC, Inc.) that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors. Suppliers and other required personnel on all contracts awarded by our Contracting Partners

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the contracting agency and CTC, Inc. unless otherwise designed in the signed contract. Subcontractors and/or suppliers to CTC, Inc. will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

CTC, Inc. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted.

CTC, Inc. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or in the administration of contracts.

CTC, Inc. has designated and appointed a Liaison Officer to develop, maintain and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout CTC, Inc. and to disadvantaged controlled businesses. The statement is posted on notice boards of the company.

Greg Gathers
President
Custom Tree Care, Inc.
PO Box 67593, Topeka, KS 66667
(785) 478-9805

Date

I. DESIGNATION OF LIAISON OFFICER

CTC, Inc. will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. A Liaison Officer has been appointed to develop and maintain this Affirmative Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining and monitoring CTC, Inc. the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

1. The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all governmental contracts;
2. The Liaison Officer will submit all records, reports, and documents required by the governmental agencies, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the individual governmental agencies.

The following individual has been designated Liaison Officer with responsibility for implementing CTC, Inc. affirmative action program in accordance with the requirements of local, state and Federal government agency contracts.

GREG GATHERS

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, CTC, Inc. has first identified the following known barriers to participation by disadvantaged subcontractors. These barriers are:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work.
2. Lack of certified disadvantage subcontractors who seek to perform under specified contracts.
3. Lack of interest in performing under specified contracts.
4. Lack of response when requested to bid.
5. Limited knowledge of the specified governmental contracts plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of CTC, Inc. to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the various and individual governmental contracts. CTC, Inc. will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;

3. Select portions of the work to be performed by DBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the governmental contracting agency to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the company is interested in the subcontract opportunity.

CTC, Inc. understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

On contracts with specific DBE goals, CTC, Inc. will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, CTC will as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

IV. REPORTING

CTC, Inc. shall keep and maintain such records as are necessary to illustrate and demonstrate compliance with its' DBE Affirmative Action Plan.

CTC, Inc. will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used, including items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all governmental agencies projects;
4. CTC, Inc. shall comply with any governmental agencies requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORIES

CTC, Inc. will utilize the DBE Directory published by each governmental agency for that specific city, state, county and/or region, including agencies such as Natural Resources Conservation Service, State Departments of Transportation and other required agencies.

CTC, Inc. will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

ILLEGAL DRUGS, ALCOHOL AND FIREARMS POLICY

The Policy of Custom Tree Care (hereafter termed "CTC") regarding **illegal drugs and controlled substances, alcoholic beverages, and firearms** is:

1. The use, possession, distribution, purchase or sale of any illegal drugs or other controlled substances by any person while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
2. The use of any illegal drug or other controlled substances or alcohol which causes or contributes to unacceptable job performance or unusual job behavior is prohibited.
3. The use, possession, transportation, or sale of explosives, unauthorized flammable materials, firearms, or other weapons by SUBCONTRACTORS or employees, while on CTC premises or project sites, engaged in CTC business or while operating CTC equipment is prohibited.
4. The unauthorized use, possession, transportation, or sale of alcoholic beverages by SUBCONTRACTOR or employees while on CTC premises or project sites, or while operating CTC equipment is prohibited.

SUBCONTRACTORS or employees shall abide by this Policy. Any person violating this Policy shall be removed from CTC premises or project sites, and may be denied future access to CTC premises or project sites. In addition, CTC may suspend work or terminate employment as a result of violation of this Policy. In appropriate cases, local law enforcement agencies may be advised of violation.

In support of this Policy, CTC may conduct or require searches and require screens as set forth in the following:

SEARCH

Without prior announcement, and at any time, CTC may carry out reasonable searches of individuals and their personal effects when entering CTC premises or project sites, while on CTC premises or project sites, and when leaving CTC premises or project sites. Unless prohibited by applicable law, CTC may search its employees or subcontractors before entering CTC premises or project sites, engaging in CTC business or operating equipment CTC. Entry onto CTC premises or project sites constitutes consent to a search of the person and his/her personal effects, including, without limitation, packages, briefcases, purses, lunch boxes and vehicle, or any office, locker, closet or desk. Refusal to cooperate shall be cause for not allowing that individual on CTC premises or project sites.

SCREEN

Unless prohibited by applicable law, CTC may require SUBCONTRACTORS or employees to conduct a controlled substance and/or alcohol screen while on CTC premises or project sites, engaged in CTC business, or operating CTC equipment. In addition, CTC may require SUBCONTRACTOR or employees to conduct a controlled substance and/or alcohol screen on any of its employees or its subcontractors' employees before entering CTC premises or project sites, or engaging in CTC business or operating CTC equipment. A positive screen on SUBCONTRACTORS or personnel or employees or failure to consent to a screen shall be cause for removal from CTC premises or project sites, and may result in the SUBCONTRACTOR or employee being terminated from for CTC.

NOTIFICATION OF SEARCH AND/OR SCREEN:

Conducting a search and/or screen of its subcontractors or employees on CTC premises is permissible and may be done upon verbal notification immediately prior to the occurrence.

DEFINITIONS

As used herein, "controlled substance" specifically includes opiates, including heroin; hallucinogens, including marijuana, mescaline, and peyote; crack, crystal meth, ice, cocaine; PCP; and prescription drugs, including amphetamines and barbiturates, which are not obtained and used under a prescription and any other substance included in the Federal Controlled Substances Act or its regulations, or unlawful under applicable law.

As used herein, controlled substance or alcohol "screen" means any test using blood, urine, breath or other samples to determine the presence of controlled substances or alcohol in the body.

As used herein, "CTC premises" is used in the broadest sense, and includes, but is not limited to, all land, property, buildings, structures, installations, CTC vehicles, equipment, and other craft owned, leased, or in any other manner being used by CTC for any purpose.

As used herein, "CTC" is used in the broadest sense, and includes all sites or properties on which CTC its affiliates and/or associated firms, and/or SUBCONTRACTORS or other firms, are performing work or any kind.

DRUG AND ALCOHOL RANDOM SECURITY SEARCH POLICY

All SUBCONTRACTOR personnel and employees assigned to CTC work shall be mentally and physically capable of performing their assigned duties competently and safely. Therefore, SUBCONTRACTOR and its subcontractors shall have procedures which allow screening of all employees for controlled substances and alcohol while on CTC premises or project sites, in CTC equipment or while engaged in CTC business. CTC "Illegal Drugs, Alcohol and Firearms Policy is stated, and "Controlled Substances," "Screen," and "CTC premises" are defined and understood.

CTC has occasionally suffered the loss of equipment, tools and confidential data from its work locations. Such losses will not be tolerated. Therefore, CTC may conduct searches to ensure compliance with its Policy as outlined.

To facilitate compliance with CTC Policy, Subcontractors and employees should take the following steps:

1. Advise all employees and/or subcontractors of CTC Policy of searches without prior notice and that any person found in violation of the Policy shall be denied access to CTC premises and project sites.
2. Give to each employee and/or subcontractor, a copy of this notice
3. Screen employees and subcontractors before assigning them to CTC premises or project sites, bearing CTC Policy in mind.

CTC personnel or employees shall immediately be removed from CTC premises any of its or its subcontractors' personnel found to be in violation of the Policy. Such personnel may be denied future access to CTC premises or project sites. Any illegal or unauthorized drugs, intoxicating beverages, firearms, weapons, or CTC property discovered as a result of CTC searches may be confiscated and may be turned over to law enforcement agencies.

If you fail to comply with CTC, Inc.'s Policy, it may become necessary to take remedial action, including termination. I certify as of this date that I:

Understood and accepted this ____ day of _____, 20____.

By: _____

Witness: _____

LOCAL AND MINORITY PARTICIPATION

Custom Tree Care (CTC, Inc.) fully complies with guidelines regarding **Local and Minority Participation**. We have an established corporate policy regarding minority participation, which can be referenced in our Affirmative Action and M/WBE Policy at our offices unless otherwise requested.

One of the major strengths of CTC, Inc. is our ability to recognize the importance of utilizing local, qualified contractors. Depending on the time frame, and whether this is a standby, pre-disaster contract or an emergency situation, CTC, Inc. uses procedures necessary to ensure the use of local contractors and personnel. In a non-emergency situation, we are able to place ads in the local newspapers, check with temporary services or state employment services. We also rely heavily on recommendations from the County commissioners or City officials in all situations.

Emergency situations have prompted us to pull together with contracting agencies to recognize the strengths in their own communities. We appreciate the input provided by local officials in screening potential subcontractors and personnel. The ability of the commissioners or other local community officials to suggest or recommend those that meet all requirements for experience, equipment and insurance qualifications is a benefit in the successful operation and completion of projects of any size or scope.

Based upon the availability of qualified minority personnel in the area we strive to meet or exceed the normal requirements for this event. As an integral part of the contract, we establish contacts with a number of local, 8A and minority companies. We intend to use the services of qualified, local personnel to fill positions as needed and upon recommendation of the contracting agency.

All local and minority personnel will be screened to meet the requirements, including licensing and insurance requirements of CTC, Inc. We also include listings of Certified of M/WBE Contractors as are available and which provides updated information for this project.

CTC, Inc. has committed minority contractors who have performed in CTC Contracts over the past several years. We use the recommended channels to further investigate the availability, the experience and the reputation of each local and/or minority contractor to serve the best interest of the Contracting Agency.

Due to the nature of the business, CTC, Inc. relies heavily on the utilization of state personnel agencies, local private placement agencies and temporary services. We also use the services of the local Small Business Administration (SBA) office when available and local trade organizations. Our goals as stated in our Affirmative Action Policy are traditionally greater than those of most contract requirements. Additionally, the types of personnel required and their interest in the project varies from location to location.



SAFETY POLICY & QUALITY CONTROL PLAN

Custom Tree Care, Inc.
3722 SW Spring Creek Ln.
Topeka, KS 66610

(785) 478 – 9805 Phone
(785) 478 – 4195 FAX
(785) 221 – 7550 Mobile

Section C – Paragraph/Clause 4.1
Accident Prevention

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric\la panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know your Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Section C – Paragraph/Clause 4.2 **Quality Control Plan**

If required, Custom Tree care, Inc. can have a Certified Arborist on site to ensure quality of work performed by all Custom Tree Care employees. All employees have been trained in Arboriculture practices upon employment. Certifications include and are not limited to:

I.S.A. – International Society of Arboriculture
K.A.A. – Kansas Arborists Association
T.C.I.A. – Tree Care Industry Association

Constant monitoring of all crews will be provided daily to ensure safety and quality of work performed is attained. Custom Tree Care will meet with the contracting officers' representative to look over completed work to ensure client satisfaction. If there is an issue that needs corrected, it will be done so in a timely manner.

Section C – Paragraph/Clause 4.7 **Safety & Protection Plans & Submittals**

The following policies of Custom Tree Care, Inc. are not inflexible rules or requirements. They may be changed by the company at any time without notice or modified as individual circumstances may require in the best interests of efficient management of the Company. Nothing in the policies as they now exist, or may in the future be revised, is intended or should be construed as a contract of employment, express or implied, nor as a promise of employment for a specific period of time, nor as a requirement that any specific procedure be followed in handling personnel issues.

Company management will provide safe and healthy working conditions. All employees must follow safe practices at all times. All employees must accept and follow all rules of safety.

Whenever an employee finds an unsafe condition they must report it immediately to their supervisor, safety personnel, or management. Any injury that occurs on the job, even a slight cut or strain, is to be reported to management as soon as possible. In no circumstance except an emergency, should an employee leave a shift without reporting an injury that occurred.

All employees including office personnel will be trained in safe practices. The training will be done by video or by training from the employees' supervisor.

If any unsafe practices are observed, the employee will receive a written violation warning. Once the employee receives three (3) written warnings, he or she will be automatically suspended for one (1) workday without pay.

Custom Tree Care, Inc. will make every effort to maintain safe working conditions. However, the principal responsibility for safety falls upon you, the employee. All employees are asked to inform their supervisor, safety committee personnel, or management of any work hazards of which they might be aware. Custom Tree Care, Inc. will arrange for you to supply information anonymously if you do not wish to be identified. No employee should fear reprisal for notifying management of any safety hazards. In fact, we encourage all employees to inform us immediately of any hazard, no matter how small it may seem.

All safety and health suggestions that we receive will be reviewed. We will then determine what action is necessary. All suggestions shall receive a response.

The injured employee's supervisor or someone from management will investigate all occupational injuries and illnesses that are job-related. Particular attention will be given to methods to prevent future situations that caused the injury or illness.

All employees will receive prompt and timely safety training. Safety rules and safe practices will be emphasized at these training sessions.

All new employees will receive a copy of the summary, to be signed and put in their file, indicating that they have been trained at the beginning of employment. Any employee given a new job assignment, for which training has not previously been received, will be trained in that particular job immediately.

Records will be kept of all training provided. These records will indicate the type of training given, date, the name of the training provider and the employee's signature.

Section C – Paragraph/Clause 4.7.2 **Basic Safety Accident & Protection Plans**

All Employees of Custom Tree Care, Inc. – 3722 SW Spring Creek Ln. – Topeka, KS – 66610 will adhere to the following safety and accident protection plans while working.

Employee responsibilities for safety include the following:

- Adhere to all safety rules and regulations
- Wear appropriate safety equipment as required.
- Maintain equipment in good condition, with all safety guards in place when in operation.
- Report all injuries and near misses, no matter how minor, immediately to their supervisor, safety personnel or management.
- Encourage coworkers to work safely.
- Report unsafe acts and conditions to their supervisor, safety personnel, or management.

Safety Coordinators:

Greg Gathers (785) 221-7550
Brandon Timmons (785)-764-5049
Kevin Meier (785) 640-7679

One or all of the Safety Coordinators listed above will be on site at all times and will be responsible for overseeing safety on site throughout the duration of the contract. The numbers listed above are cell phone numbers and all employees will have cell phones and/or two-way radios for communication.

ANSI Z133 Standard & Employee Understanding

As an employee of Custom Tree Care, Inc., you need to review and understand the requirements of the ANSI Z133.1-2000 Standard.

You need to understand that the Z133 Standard was developed by arborists, for arborists under the standards-developing procedures created by the American National Standards Institute, creating what these industry's safety experts feel are the minimum acceptable standards of practice for safety in arboriculture. It represents the collective wisdom and experience of countless arborists.

You need to understand the difference between "Should" and "Shall" as they are used in the standard. The word "Should" indicates an advisory statement where it is feasible that the actions you take might be different from the prescribed practice. A "Shall" indicates a mandatory requirement, where it is inconceivable that your actions would have to deviate from the prescribed practice, except where exceptions are noted in the Standard.

Finally, you need to understand that the Z133 Standard does not take precedence over, or take the place of, the safe work policies of Custom Tree Care, Inc.

Safety Rules – Accident Prevention

For the protection and safety of all employees, Custom Tree Care, Inc. has established the following rules designed to prevent accident and injuries. Compliance with these rules is mandatory. Documentation will be made when the rules are distributed to new employees.

Proper footwear and clothing will be worn at all times.

Do not wear loose clothing, jewelry, or keep long hair in a down position. There is a danger of catching such articles in moving machinery.

Horseplay, running, fighting or any activity that may result in injury or waste will not be tolerated.

Appropriate personal protective equipment, or PPE, will be worn for the task (s) at hand, as specified by training and job briefing (s).

While on duty, the use of or being under the influence of alcohol, narcotics, intoxicants or similar mind altering substances is strictly prohibited. Individuals found to be in violation of this policy will be subject to disciplinary action up to and including possible termination of employment, even for a first offense.

Operate machinery with all guards in place. Tampering with safety devices is cause for immediate disciplinary action.

Do not operate any machine you are not familiar with or have not been trained on and authorized to use.

Machines must never be cleaned, adjusted or repaired until the machine is turned off, the circuit is interrupted at the power source (including lock-out) and a warning tag is placed at the controls.

Any defects in materials, machinery, tools and equipment must be reported immediately to a supervisor, safety personnel, or management.

Do not leave tools, materials, or other objects on the floor that might cause others to trip and fall.

Do not block exits, fire doors, aisles, fire extinguishers, gas meters, electric panels or traffic lanes.

Avoid injury by attempting to lift or push excessive loads. If an object is too heavy to move without strains, ask for help.

Observe the correct posture for lifting. Stand with your feet slightly apart, assume a squatting position with knees bent, and tuck your chin into your chest. Tilt head forward, grasp the load with both hands, and gradually push up with your legs, keeping your back straight and avoiding any abrupt movement.

Do not distract others while working. When approaching a coworker for any purpose, do so from the front or the side in a way that they will see you coming and will not be startled or surprised. If conversation is necessary, first make sure that it is safe.

Do not allow oil, water or any other material to remain on the floor for long periods of time where you or others may slip. Report any slip and fall problems to your supervisor.

When handling hazardous materials be sure to follow prescribed safety procedures and use required safety equipment. When using secondary containers filled by others, be sure they are labeled as to their contents and hazards. Know the Material Data Safety Sheets (MSDS) and where they are located. Review them often.

Use appropriate gloves when handling materials with sharp or jagged edges, when handling chemicals, when handling hot material, or to protect your hands in general.

Do not attempt to operate machinery for which you are not trained.

Unnecessary and excessive haste is the cause for many accidents. Exercise caution at all times.

All work related injuries and accident, no matter how minor, must be reported immediately to your supervisor, safety personnel, or management.

Employees should understand and comply with all sections of the ANSI Z133.1 Standard that apply to their job activities.

All employees must be thoroughly familiar with these basic safety rules. Failure to comply with safety rules or procedures, or failure to wear the appropriate safety equipment, will result in disciplinary action up to and including termination.

Section C – Paragraph/Clause 4.7.2.1
Personal Protective Equipment

Hazard Assessment for Person Protective Equipment

The following table contains descriptions of the PPE required for typical tasks encountered in tree care and some of the potential hazards associated with them. Always ensure that your PPE fits properly as outlined in the training provided at the time of employment at Custom Tree Care, Inc.

Tasks	Potential Hazards	Information Sources	PPE Required
Aerial lift operations	Conductors, equipment failure, falls, hydraulic leaks, steep/uneven slopes	Tailgate Session #24; ANSI Z133.1 5, 6.2	Hard hat, safety glasses, hearing protection, gloves, full body harness & shock absorbing lanyard or body belt and lanyard
Brush removal & chipping	Awkward movements and postures, flying debris, carrying heavy weights, moving parts, noise, slips, trips, and falls	Tailgate Session #39; Tailgate Session #18; ANSI Z133.1 9.6	Hardhat, safety glasses, face shield, hearing protection, gloves
Chain saw maintenance	Hot exhausts, cuts	Tailgate Session #28	Hardhat, safety glasses, gloves

Chain saw Operation	Awkward postures, hot exhausts, cuts improper stance, kickback, noise, slips, trips, and falls; vibrations	Tailgate Session #29; ANSI Z133.1 7.2	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps (when working on the ground)
Chipper Maintenance	Amputation, cuts, pinch points	Tailgate Session #60; ANSI Z133.1 6.3	Hard hat, safety glasses, hearing protection, gloves
Climbing	Cutting climbing line, falls, conductors, rope failure, tree decay, worn equipment, insects/animals	Tailgate Sessions #19, 20, 31, 32; ANSI Z133.a 5,9.1	Hard hat, safety glasses, hearing protection, gloves, fall protection
Driving	Other drivers, road and weather conditions	Tailgate Sessions #41, 42, 43, 44	Seatbelts
Hand Tool Use	Awkward postures, conductors, cuts, splinters	Tailgate Session #30; ANSI Z133.1 5, 8.1-8.10	Hard hat, safety glasses, gloves
Ladder Use	Conductors, falls, ladder failure	Tailgate Session #22; ANSI Z133.1 8.11	Hard hat, safety glasses
Limb Removal for Take-Down	Breaking ropes and/or crotches, conductors, falling and/or splitting limbs	Tailgate Session #37; ANSI Z133.1 5, 9.4	Hard hat, safety glasses, gloves
Limbing and Bucking	Awkward posture, limbs; snapping, slips, trips, and falls, tree rolling	Tailgate Session #37; ANSI Z133.1 9.7	Hard hat, safety glasses, gloves
Use of mower, brush cutter, string trimmer	Hidden objects, terrain, traffic		Hard hat, safety glasses; hearing protection

Pesticide Handling & Application/Spraying & Spill cleanup	Equipment failure, excessive drift, poor personal hygiene, spills, vehicle collision	Tailgate Session #45, %54, ANSI Z133.1 6.4	Hard hat, goggles or face shield, long sleeved shirt, rubber boots (if walking) chemical resistant gloves
Pruning and Trimming	Barber chairs, falling branches, conductors	Tailgate Session #33; ANSI Z133.1 5, 9.2	Hard hat, safety glasses
Storm Work	Hidden/dislodged conductors, damaged trees, wood under tension, fatigue, working at night, working on unfamiliar system, unannounced re-energized of lines	Tailgate Session #10; ANSI Z133.1 5, 9.2	Hard hat, safety glasses, foul weather gear
Stump Grinding	Flying debris, moving parts, noise	Tailgate Session #40; ANSI Z133.1 6.5	Hard hat, safety glasses, face shield, hearing protection
Traffic Control	Topography, volume and speed of traffic, time of day, weather conditions	Tailgate Session 3; ANSI Z133.1 4.4	Hard hat, safety glasses, reflective vest, flag or signs
Trailer Towing & Setup	Hitch failure, jack failures, vehicular traffic	Tailgate Session #38	Hard hat, safety glasses, traffic cones and signs, gloves
Tree Take-Down	Barber chairs, conductors, cuts, struck-by	Tailgate Session #36; ANSI Z133.1 5, 9.5	Hard hat, safety glasses, hearing protection, gloves, chainsaw chaps

NOTE: the hazards in **bold** represent musculo-skeletal disorder (MSD) risk factors that should be minimized (duration, frequency and/or magnitude) to the extent possible or eliminated. MSD signs are decreased range of motion, deformity, decreased grip strength and loss of function. MSD symptoms are numbness, burning, pain, tingling, cramping and stiffness.

Other hazards that apply to some/all of the above tasks: Drug Use and/or Alcohol Abuse; Fatigue; Fire; Lyme Disease; Poisonous Plants; Violent Workers/Customers; Weather.

Back Injury Prevention

Causes of Back Injury

Pulling, twisting, and slipping are the most common causes of back injuries. Lifting objects improperly can also hurt the back. Lifting with the back and not the legs, lifting from an awkward position, or trying to move material too large for one person can lead to injury.

Even simple movements can cause back injury. Stepping from a truck, bending over for a small tool, or over-reaching can strain back muscles.

Table 1 below ranks the most frequent causes of back injury in tree care in descending order.

Table 1-How Back Injuries Happen

Lifting...

- Large objects
- Irregularly-shaped objects
- Over the shoulder

Twisting...

- While feeding brush into the chipper
- While positioning in a bucket or a tree
- While dragging brush, reaching, using long poles
- From sudden slips due to poor ground conditions
- On slippery equipment in snow or rain

Jumping...

- Off truck bed or out of truck cab
- Over fences
- Off ladders
- Out of trees

Pulling...

Ropes hangers

Trees, on removals

Muscle strains and sprains-soft tissue injuries-cause most arborists' back problems. These are temporary injuries. More important, strains and sprains usually precede more serious, chronic and debilitating injuries to the ligaments, discs and vertebrae. In a sense, soft tissue injuries are warning signals that more serious, permanent injury could occur. Therefore, your back injury prevention program should focus on preventing strains and sprains.

Preventive measures

Arborists can keep their backs healthy with stretching and exercise, by knowing how the back works, and by using simple lifting techniques.

Here are attainable objectives for your company's back injury prevention program:

Provide continuous training for all employees to raise their awareness of how the back can be injured.

Develop action steps employees can use to detect and eliminate conditions likely to cause back injury- see this program's sections on hazard reporting (16), safety committees (23), job hazard assessment (15) and job briefings (17).

Motivate employees to take responsibility for back safety at work and at home.

The following procedures are taken from Annex C of the ANSI Z133 Standard:

Before lifting any weight:

- (a) Be sure clear the travel path available if the weight is to be carried from one place to another.
- (b) Decide exactly how the object should be grasped to avoid sharp edges, splinters, or other things that might cause injury.
- (c) Make a preliminary lift to be sure the load can be safely handled.
- (d) Place feet solidly on the walking surface.
- (e) Crouch as close to the load as possible with legs bent at an angle of about 90 degrees.

(f) Keep back as straight as possible. It may be far from vertical but should not be arched.

(g) Lift with the legs, not the back, keeping the weight as close to the body as possible.

(h) Use a second worker when necessary.

Stretching and exercises

The professional athlete must maintain a high level of production and effort to win. The same is true for an arborist, who must perform at peak efficiency.

Strains of the lower back muscles, the most common back injury, usually occur because the muscles are cold and tight. If the athlete warms up and stretches to avoid injury, then why not the tree worker?

Custom Tree Care, Inc. will provide you with information on simple, quick warm-up/stretchers that you can perform prior to heavy exertion.

Early Return to Work

Custom Tree Care, Inc. participates in an Early Return to Work Program with local providers closest to job site for the treatment of all work-related injuries.

If you are injured at work, you must report the injury to your supervisor immediately. If medical treatment is necessary and you haven't designated a treating physician, you must go to the nearest medical facility.

You must also complete an Employee Claim for Workers' Compensation Benefits form as soon after an accident as possible.

If you are unable to return to the regular position due to a workplace injury, you should discuss with the doctor the possibility of working in a light duty job until the doctor releases you for full duty. If the doctor releases you for light duty, your supervisor will be notified the same day.

Modified jobs will be identified after obtaining your physical restrictions. "Modified" might be your regular job, modified by removing heavier tasks and reassigning these to other employees; a different regular job currently existing at the workplace; or a job which is specifically designed around your restrictions. A modified job offer will be made only when the work is available and of benefit to

the company. Part-time work will be considered as modified work, if medically indicated. Each case will be assessed individually based on need. Modified work may not be implemented every time there is a loss claim. Wages will not necessarily be the same as that of the regular job.

If you take off work completely, or if light duty work is unavailable, you must report your medical condition and progress to the supervisor at least once a week.

Disciplinary Procedures

Employees who fail to comply with safety rules will be subject to disciplinary action up to and including termination. Supervisors will follow the normal disciplinary procedures as follows:

1. Verbal counseling-must be documented in the employee's personnel file.
2. Written warning-outlining nature of offense and necessary corrective action.
3. Suspension without pay-once (1) working day without pay-the third step or a separate disciplinary action resulting from a serious violation.
4. Termination-if an employee is to be terminated, specific and documented communication between the supervisor and the employee must occur.

Supervisors will be subject to disciplinary action for the following reasons:

- Repeated safety rule violation by their department employees.
- Failure to provide adequate training prior to job assignment.
- Failure to report accidents and provide medical attention to employees injured at work.
- Failure to control unsafe conditions or work practices.
- Failure to maintain good housekeeping standards and cleanliness in their departments.

Supervisors who fail to maintain high standards of safety within their departments will be demoted or terminated after three documented warnings have been levied during any calendar year.

Section C – Paragraph/Clause 4.7.2.2 **Accident Reporting**

Accident Reporting & Investigation

It is the policy of Custom Tree Care, Inc. to carry out a thorough program of accident reporting and investigation. Supervisory personnel will be primarily

responsible for making an investigation of all accidents in their area. Accidents involving fire, death, serious injury, or extensive property damage will be investigated jointly by the supervisor and upper management.

The primary goal of the accident investigation program is the prevention of future accidents through the use of knowledge derived from the investigation. Additionally, the investigation will be used to prepare reports required by Federal and State law as well as the Workers Compensation insurance carrier. These reports are critical in establishing the company's and the supervisor's liability under the law.

When an employee is injured at work the supervisor is responsible for taking emergency action to have first aid administered, to obtain professional medical attention as soon as possible, and to protect other employees and equipment. The supervisor must then begin to investigate the circumstances of the accident. The following procedures have been found to be effective when investigating accidents.

Go to the scene of the accident at once.

Talk with the injured person if possible. Talk to witnesses. Stress getting the facts-not placing blame or responsibility. Ask open-ended questions.

Listen for clues in the conversations around you.

Encourage people to give their ideas for preventing a similar accident.

Study possible causes-unsafe conditions, unsafe practices.

Confer with interested persons about possible solutions

Write your accident report giving a complete accurate account of the accident.

Follow up to make sure conditions are corrected. If they cannot be corrected immediately, report this to your supervisor.

Publicize corrective action taken so that all may benefit from the experience.

Notify the Safety Coordinator(s) as well as the Project Officer (PO) and immediately with information regarding with whom, how, where, when, seriousness of accident and medical treatment received of the injured person or persons whenever an accident occurs. Accident scenes shall not be disturbed until released by investigating personnel with the exception of emergency rescue and emergency measures.

Vehicle Accidents-What to do:

Make sure your vehicle has a fully stocked accident kit. The kit should contain:

- Current vehicle registration

- Current proof of vehicle insurance
- Several business cards from the owner or manager
- Pen, and or pencil
- Accident reporting form from your office and insurance company
- Trailer registration if applicable
- Several witness cards

Attend to all injured victims. Assess the situation and attend to the most seriously injured first. Do not move any victim unless there is danger from other vehicles and traffic, or danger of fire or explosion. Do not move vehicles. The police need to see the accident prior to moving any vehicle (s). Protect the scene of the accident by placing flares, flags, or reflectors where they can be seen by approaching traffic. Physically direct traffic around the accident scene if necessary; do not expose yourself to danger in traffic. If your vehicle is moved, get the name of the person or company that moved it. If it is removed from the scene, find out where it is taken. Conduct your own investigation.

Get the names, addresses, phone numbers, driver's license number, vehicle license numbers, and insurance companies of all persons involved, year, make, and model of all vehicles involved. Offer the same information about yourself and your vehicle to others involved. Contact the office to let them know what has happened, and whether anyone was injured and/or taken to a hospital for emergency treatment. Do not admit fault or discuss the accident with anyone except the office of police.

Non-Emergency Injuries

If necessary, any employee(s) requiring treatment for all non-emergency injuries, or post emergency medical treatment has been provided by local hospital, will be transferred to: TBD.

Section C – Paragraph/Clause 4.7.2.3 **Emergency Planning**

Emergency Action Plan

The following details the organizational structure of our plan and outlines emergency measures to be taken in the event of fire or other emergency.

Remember, your conduct and actions during the first few minutes of any emergency may not only save your life, but the lives of your fellow workers and other members of the community as well. Each truck will have emergency numbers available for ambulance, physician, hospital, fire and local police. Use most effective means of communication based on your location (cellular phone –

if adequate service), two-way radio, hard line telephone or other acceptable means.

General Information

Two important telephone calls need to be made if the facility is to be evacuated because of a fire or disaster within the facility, or an external hazardous condition threatening the facility. If either of these two situations occurs; notify 911 (Emergency Medical Services and Police).

Upon order of management if you are working near a building and a fire breaks out, call emergency numbers if you cannot contain. Going into a building to let someone know of a fire outside the building is acceptable, however, the occupants will have their own safety officer and should have already been briefed in evacuation procedures.

Materials and supplies to be evacuated include, but may not be limited to, first aid kits, the MSDS binder and the personnel roster.

Responsibilities

The Safety Director will:

- Coordinate the Emergency Evacuation Plan throughout the facility.
- Make certain the Program is familiar to all personnel and that all new employees are promptly oriented.
- Schedule education as necessary.

The Safety Director will be aided by the Supervisors who will:

- Facilitate the Emergency Evacuation Plan.
- Keep contact check on all personnel to be sure that they are completely familiar with all phases of the Plan that they are required to know.
- See that personnel participate in awareness training, fire classes, and other practice sessions as necessary.
- Be certain that all personnel are familiar with fire extinguishers, and make thorough fire prevention inspections when they are assigned to do so.
- Take the necessary steps required to correct any fire hazards discovered.

It is the duty of every employee to:

- Be completely familiar with the Emergency Evacuation Plan and their duties of responsibilities in the program.
- Participate in all fire drills and practice sessions.

- Attend all fire training classes when assigned.
- Learn the location of, and how to operate all fire extinguishing equipment.
- Report any fire and/or safety hazard.

Fire Emergency Plan

Keep Calm...Report all fires and smoke

Personnel have been assigned to:

- Notify the fire department
 1. For Emergency situation call 911.
 2. For Non-Emergency situation call the COO.

The person reporting the fire to the fire department will provide them with the following information.

- Custom Tree Care, Inc.
- Address of incident
- What is burning (machines, paper, etc.)
- Location of fire (roof, plant, office, etc.)
- Type of fire (electrical, liquid, etc.)

Additional assignments have been made to attempt to extinguish fire with the use of on-premises equipment (extinguishers, hoses, etc.). A minimum of two persons is required to fight a fire. To ensure employee safety, this is to be done only during the early stages of the fire. If the fire cannot be extinguished by the time your fire extinguisher runs out (roughly five (5) minutes) then you must notify emergency immediately.

Working away from the involved area, personnel will be assigned to:

- Check the driveways to see that they are clear for entry of fire fighting equipment
- Wait at the front entrance for the arrival of fire fighting equipment. Direct the firemen to the fire if necessary.

Re-entry onto the property will not be permitted until it is declared safe to do so by management, or by the local fire/law enforcement officials.

Hazard Communication

Name of Contact Person : Greg Gathers
Title: President – Custom Tree Care, Inc.

Hazard Evaluation

Chemical manufacturers and importers are required to review the available scientific evidence concerning the hazards of the chemicals they produce, and then report that information to employees who purchase their product. In most cases Custom Tree Care, Inc. will choose to rely on the evaluation performed by our suppliers. If for some reason we do not trust the evaluation of the manufacturer, we will arrange for additional testing.

We will consider the following chemicals used in our business to be hazardous:

1. Diesel Fuel
2. Gasoline

Label & Other Forms of Warning

We will make certain that containers are adequately labeled to identify the hazardous chemicals they contain and will show hazard warnings appropriate for your protection. The warnings will use a combination of words, pictures and symbols that will communicate the hazards of the chemical (s) in the container. The labels will be legible and prominently displayed. Our training program will include instruction on how to read and interpret label information.

Exceptions to this rule are as follows:

We are permitted to post signs that convey the hazard information if there are a number of stationary containers in a given area, which have similar contents and hazards.

We are not required to label portable containers, as long as the transferred chemical is for immediate use by the employee who made the transfer. We are not required to label pipes or piping systems.

Employee Training

It is the goal of Custom Tree Care, Inc. to provide hazard communication training during the first 30 days of employment and whenever a new chemical is introduced to a given work area. Training will be done in a meeting setting and

will be conducted by the Program Coordinator or another who has been properly trained.

The training program will consist of:

- How the hazard communication program is implemented, how to read and interpret information on labels and MSDS, and how employees can obtain and use the available hazard information.
- The hazards of chemicals to which employees are exposed in the work area.
- Measures employees can take to protect themselves from the hazards.
- Specific procedures put into effect by the company to provide protection, such as personal protective equipment, mechanical guards, or protective processes.
- Methods that you can use, such as visual appearance or smell, to detect presence of hazardous chemicals to which you or your co-workers may be exposed.
- Name and/or job title of who you can go to if you have questions.

Section C – Paragraph/Clause 8.0 **Quality & Warranty of Work**

Custom Tree Care, Inc. will provide service that meets and exceeds standards of excellence. The work done on all of our projects is guaranteed to be done in a timely, professional manner with expertise in all aspects of arboriculture. Upon completion of work assigned, a Certified Arborist will be available to go through with the project coordinator to ensure the work performed meets and exceeds his or her expectations. Letters of recommendation are available upon request. A listing of past performance is also available noting work done both as a Prime Contractor and a Sub-Contractor.

Section C – Paragraph/Clause 8.1 **Quality Control**

Greg Gathers – President – Custom Tree Care, Inc. shall be responsible for overseeing all aspects of quality control throughout the duration of the project. Greg is a Certified Arborist with the KAA and ISA and has authority to make recommendations and implement plans of action for all tree care operations. Proof of certification including Membership and Certification Numbers will be provided to the current Contract Administrator of this agreement.

An Arborist will do a quality control walk-through with the PO on each project site to inspect job performance upon completion. A written report of any additional trimming necessary will be provided to the PO with project site noted and work to

be performed. Custom Tree Care, Inc. agrees to return to the designated project site within Forty-Eight (48) hours to make any necessary adjustments.



McCARTHA
COBB & ASSOCIATES

1407 CALHOUN STREET | COLUMBIA, SC 29201
PHONE: 803.799.3474 | FAX: 803.799.3711

May 16, 2018

City of Hollywood
2600 Hollywood Blvd
Room #221
Hollywood, FL 33020

Custom Tree Care, Inc.
RFP-4593-18-PB Emergency Debris Removal from Limited Spaces & Gated Communities

It is the privilege of North American Specialty Insurance Company to provide surety-ship for Custom Tree Care. In the capacity as surety, we are familiar with the company's financial standing, quality management and performance record. We stand ready to issue performance and payment bonds should Custom Tree Care be awarded a contract. Currently they have capacity of single bonds up to \$3,000,000, but may be considered for higher bonds should the need arise. However, as always, surety reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, project financing and all other pertinent underwriting factors. We assume no liability to anyone if for any reason we do not execute such bonds.

Please be advised that this letter is not pre-qualifying the client for Subcontractor Default Insurance. We accept no responsibility whatsoever as to the qualifying requirements of this client for the underwriting of such insurance.

If you have any questions, please contact feel free to contact our office.

Sincerely,

C. Wayne McCartha
Attorney-in-fact

Subscribed and Sworn Before me this 16th May, 2018
State of South Carolina, County of Richland

Notary

RAYMOND E. COBB, JR.
Notary Public, South Carolina
My Commission Expires
October 23, 2024

My Commission Expires on:



3001 SW Wanamaker Road
Topeka, Kansas 66614
Phone: 785.271.1800
Fax: 785.271.2111

Branch Office
2620 SW 6th Avenue, Suite A
Topeka, Kansas 66606
Phone: 785.228.8346
Fax: 785.357.4341

May 23, 2018

City of Hollywood
2600 Hollywood Blvd., RM #221
Hollywood, FL 33020

RE: RFP-4593-18-PB Emergency Debris Removal from Limited Spaces & Gated Communities

To Whom It May Concern:

The purpose of this correspondence is to advise you that Custom Tree Care, Inc. has been a good customer of Alliance Bank since December 19, 2001. The Company has equipment loans totaling in the low six figures. The company maintains one checking account at Alliance Bank. The checking account has a current balance in the medium five figures and an average collected balance in the medium five figures. The company has handled all credit and depository relationships in an exemplary manner.

If the company required financing for completing your project or contract, Alliance Bank stands ready to provide such project financing as needed. Alliance Bank has successfully assisted Custom Tree Care, Inc. in the past with project working capital financing.

I highly recommend doing business with this customer. If you have any questions regarding this letter or require any additional information, please contact me at (785)-271-1800 or mault@alliancebank.biz.

Sincerely,

Mark W. Ault
President

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
 VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA: CUSTOM TREE CARE INC
 Business Name: CUSTOM TREE CARE INC
 Receipt #: 189C-287844
 Business Type: (TREE TRIMMING/TREE MAINTENANCE)

Owner Name: GREG GATHERS
 Business Location: 3722 SW SPRING CREEK LANE
 OUT OF STATE
 Business Phone: 785-478-9805
 Business Opened: 12/05/2017
 State/County/Cert/Reg: A-1523
 Exemption Code:

Rooms
 Seats
 Employees
 Machines
 Professionals

For Vending Business Only				
Number of Machines:		Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years
81.00	0.00	0.00	0.00	0.00
				Collection Cost
				0.00
				Total Paid
				81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS
 THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CUSTOM TREE CARE INC
 3722 SW SPRING CREEK LANE
 TOPEKA, KS 66610

Receipt #20C-17-00000535
 Paid 12/06/2017 81.00

2017 - 2018

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
 VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA: CUSTOM TREE CARE INC
 Business Name: Receipt #: 324-272478
 Business Type: LAWN MAINTENANCE/LANDSCAPE (TREE AND DEBRIS REMOVAL)

Owner Name: GREG GATHERS
 Business Location: 3722 SW SPRING CREEK LANE
 OUT OF STATE
 Business Phone: 785-478-9805
 State/County/Cert/Reg: 01/01/1999
 Exemption Code:

Rooms Seats Employees Machines Professionals
 30

For Vending Business Only				
Number of Machines:			Vending Type:	
Tax Amount	Transfer Fee	NSF Fee	Prior Years	Collection Cost
150.00	0.00	0.00	0.00	0.00
				Total Paid
				150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CUSTOM TREE CARE INC
 3722 SW SPRING CREEK LANE
 TOPEKA, KS 66610

Receipt #05C-16-00005989
 Paid 07/25/2017 150.00

2017 - 2018

State of Florida

Department of State

I certify from the records of this office that CUSTOM TREE CARE, INC. is a Kansas corporation authorized to transact business in the State of Florida, qualified on June 23, 2015.

The document number of this corporation is F15000002741.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 19, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the First day of May, 2016*



Ken Detzner
Secretary of State

Tracking Number: CU1010009104

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Greg Gathers

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Korman

Certification Board, Chair
International Society of Arboriculture

MW-4172A

Feb 04, 2001

Jun 30, 2019

Certification Number

Certified Since

Expiration Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Custom Tree Care, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=G corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see Instructions) ▶	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 3722 SW Spring Creek Ln.	Requester's name and address (optional)
6 City, state, and ZIP code Topeka, KS 66610	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the Instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	8	-	1	2	4	5	9	6 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 6/15/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-G (unemployment benefits)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

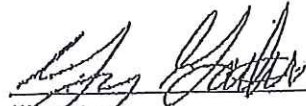
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Litigation Statement

This statement is to certify that no litigation has been filed against Custom Tree Care, Inc. in the last 10 years by a client. Furthermore, no litigation has been filed against any of Custom Tree Care, Inc. principals in the last 10 years.

Respectfully,



Signature

11/10/17

Date

Greg Gathers
President
Custom Tree Care, Inc.

Issue Date: May 9, 2018



**Emergency Debris Removal from
Limited Spaces & Gated Communities**

Solicitation # RFP-4593-18-PB

Issue Date: May 9, 2018

Closing Date: May 31, 2018

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Issue Date: May 9, 2018

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Custom Tree Care, Inc.

Federal Tax Identification Number: 48-1245968

If Corporation - Date Incorporated/Organized: 5/21/01

State Incorporated/Organized: Kansas

Company Operating Address: 3722 SW Spring Creek Ln.

City Topeka State KS Zip Code 66606

Remittance Address (if different from ordering address): 6021 SW 29th St. Pmb #130

City Topeka State KS Zip Code 66604

Company Contact Person: Greg Gathers Email Address: ggathers@customtreecare.com

Phone Number (include area code): (785) 478-9805

Fax Number (include area code): (785) 478-4195

Company's Internet Web Address: www.customtreecare.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

[Signature] 5/15/18
Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: Greg Gathers

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FROM THE AWARD PROCESS.


City of Hollywood, Florida
Solicitation # RFP-4593-18-PB

Issue Date: May 9, 2018

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City

 A.

Bid/Proposal Name: Emergency Debris Removal from Limited Spaces & Gated Communities

Bid/Proposal Number: RFP-4593-18-PB

Bid/Proposal Opening Date: May 31, 2018

Firm Name/Address: Custom Tree Care, Inc.
3726 SW Spring Creek W.
Topeka, KS 66610

Return to:
City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

One (1) original
Eight (8) Copies
One (1) complete electronic copy (CD)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Issue Date: May 9, 2018

CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

PROCUREMENT SERVICES CONTACT INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Paul A. Bassar, Director, Procurement Service & Contract Compliance at pbassar@hollywoodfl.org or by phone at (954) 921-3628, or his designee or Michelle Lemire, Procurement Specialist mlemire@hollywoodfl.org or by phone at 954-921-3223. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

Issue Date: May 9, 2018

1.0 GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Issue Date: May 9, 2018

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

1.8 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

Issue Date: May 9, 2018

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

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1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

City of Hollywood, Florida
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A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

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- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposer's request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

For information concerning procedure for responding to this Request for Proposals (RFP), contact the Procurement Services Division, Paul Bassar, Director of Procurement and Contract Compliance, Procurement Services at pbassar@hollywoodfl.org or by phone at 954-921-3628, or his designee. Such contact is to be for clarification purposes only. **It is preferred that all other questions be submitted in writing via BidSync.**

1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal. Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

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1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have

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submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program.

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be

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responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor

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understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer

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is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

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1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

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The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer

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to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives

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less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

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

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

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3. The Proposer has failed to make prompt payment to subproposers or suppliers for any devices;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
5. The Proposer has failed to obtain the approval of the City where required by this Agreement;
6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

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

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein 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 and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

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

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

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

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only

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written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

1.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

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REQUEST FOR PROPOSAL FORM CITY OF HOLLYWOOD, FLORIDA

“AN EQUAL OPPORTUNITY AND SERVICE PROVIDER AGENCY”

PART I: STATEMENT OF PURPOSE AND SCOPE OF SERVICES

PURPOSE

The City of Hollywood is hereby seeking proposals from qualified vendors, hereafter referred to as Contractor, to establish a pre-need, pre-position contract for Debris Removal from Limited Spaces and Gated Communities to assist in a variety of disaster related services.

The purpose of this RFP is to develop a list of vendors available to assist the City of Hollywood when emergency situations develop, the most common of which occurs during the annual hurricane season lasting from June 1 through November 30. There is no guarantee that responding to this RFP will result in receiving business from the City of Hollywood. The following products and services are being emphasized in this RFP, but are not an exhaustive list:

1. Debris clean-up, all types including construction and hazardous tree debris; as well as post-hurricane/tornado/thunderstorms
2. Fence repairs, including the installation of temporary fencing
3. Tree trimming, cutting, removal and stump grinding

The contractor shall provide technical guidance and consultation before, during and after the disaster event, shall provide administrative support, on site management staff to work with City Officials and field supervisors, and provide all necessary operators, drivers, laborers along with appropriate vehicles, equipment, fuel, food and water to be self-sustaining, and hand tools to ensure a successful recovery operation.

These services will only be required when an emergency situation exists, which threatens the life, safety or welfare of its citizens; i.e. disaster recovery. The City of Hollywood is under no obligation, either written or implied, to issue a Notice to Proceed for this contract. **The City will be the sole judge if an emergency exists.** The City may award one contract or multiple if deemed in the City's best interest. Contractors shall document all services that may be required and offered due to a post-disaster event, including all pertinent information.

The term of this contract shall be for a period of two (2) years beginning upon date of award. The City may renew this contract for three (3) additional one (1) year periods subject to contractor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this

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contract and such addendum shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the City of Hollywood.

The City of Hollywood reserves the right to terminate this agreement immediately with or without cause.

NOTE: The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

CONTRACTOR QUALIFICATIONS

Contractors are required to submit a statement of work experience, number of personnel employed, inventory of existing equipment and references of current similar contracts with phone numbers, fax numbers, email addresses and contact persons. Contractor shall provide information only as it relates to work specified in this contract. Contractor shall also identify emergency contact(s) to include contact experience and methods of communication (phone, cell phone, fax, e-mail) to ensure twenty-four (24) hour, seven (7) days per week responsiveness.

The intent of the solicitation is to provide the City of Hollywood with the means to provide disaster services, to include debris management in limited spaces and gated communities.

PRICING STRUCTURE

FEMA has established a set of cost codes by region and state known currently as FEMA Cost Code Listing (previously known as G.2). The maximum allowed unit prices for performing work will be based on these cost codes, units of measure, and unit prices

These maximum unit prices are not to be viewed as the prices to be charged to the City. Contractors should provide a unit price that is lower than the maximum allowed unit price.

All unit prices charged to the City as a result of this award are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored the current FEMA Cost Code Listing (previously G.2), Contractor will be liable for any and all overage charges.

GENERAL CONDITIONS

The contractor shall be fully responsible for the performance of their company and completion of all work as outlined in these specifications. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

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Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's insurance requirements and furnish the required Insurance Certificates to Procurement Services prior to commencement of any work on City property.

By submitting a Request for Proposal, the contractor hereby agrees to hold the City of Hollywood harmless against claims for payment by subcontractors and/or suppliers of the contractor resulting from work performed or materials, equipment, and supplies furnished in conjunction with any services provided as a result of this contract.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that they must fully adhere to the Federal Occupation Safety and Health Act. (OSHA)

Contractor shall submit to the City a detailed description of all work performed by an approved subcontractor.

Contractor shall submit to the City proof of payment of all work performed by an approved subcontractor.

SCOPE OF WORK

The scope of the work to be performed by the awarded contractor(s) shall be determined by the parties at the time the City of Hollywood requests services. The contractor will provide all supervision, labor, material, tools, equipment, and subcontracted equipment/tools, materials necessary for the performance and completion of the work, unless otherwise agreed to between the parties. 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. Services expected from the awarded contractor(s) will include, but may not be limited to, the following.

SCOPE OF CONTRACTED SERVICES

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the Federal Emergency Management Agency (hereinafter referred to as "FEMA"). The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods").

Contracted services will be limited to the clearing of roadways and access routes, and debris removal.

These contracted services shall provide for the cost effective and efficient removal of and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with

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federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City reserves the right to assign work to various contractors, at its sole discretion. The City also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor, upon request.

1. Emergency Push/Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first seventy (70) hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of debris.

3. Debris Clearance/Removal from Public Property

As directed by the City, contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4. Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and Right of Entry (ROE) agreements from real property owners required for the lawful removal of debris from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

5. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The

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contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

PERFORMANCE OF SERVICES

1. Description of Service

The contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

2. Cost of Services

Contractor shall bear all or its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the contractor shall be reimbursed on a unit price basis as specified in Attachment A, (Pricing Pages).

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment A, (Pricing Pages), of this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the contractor and Contract Administrator.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Agreement.

STANDARDS OF PERFORMANCE

1. Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

2. Mobilization

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Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Hollywood. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

GENERAL RESPONSIBILITIES

1. Other Agreements

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

2. The City of Hollywood's Obligations

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

3. Laws and Regulations

It shall be understood and agreed that any and all services, materials, and equipment provided by the contractor shall comply fully with all local, state and federal laws and regulations.

4. Permits

The contractor shall secure and pay for any permits and licenses during the execution of this contract.

5. Contractor's Conduct of Work

The contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

6. Supervision by Contractor

The contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. The contractor is solely responsible for all means, methods, techniques, safety and other procedures. The contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of the contractor. All communications given to the

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project manager by the Contract Administrator or designee shall be as binding as if given to the contractor.

7. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

8. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

9. Contractor's Duty Regarding Other Contractor(s)

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

10. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, and white goods.

GENERAL TERMS AND CONDITIONS

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from the City and will provide this documentation to the City.

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2. Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3. Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a ROE Agreement has been obtained prior to property entry.

4. Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5. Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion of the City.

7. Utilizing Local Resources

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within the City of Hollywood.

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8. Work Safety

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

9. Inspection of Contractor Operations

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

10. Corrective Actions Required of Contractor

When instructed by the City's representative, the contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. Notify the City within twenty-four hours.

11. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement.

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

b. Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

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12. Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

13. Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the Broward County Countywide Disaster Debris Management Plan and FEMA if not equal, to include the following:

a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the Broward County Countywide Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

SECTION 1: First Response

1. Identify emergency response and recovery service priorities with City to include:
 - Emergency clearing, opening up roads to gated communities, critical routes to restore service
 - Emergency access for search and rescue operations
 - Removing various types of debris from public property
2. Protection of water lines, electrical lines while performing work

SECTION 2: Required Services

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Except as specifically provided herein, Contractor shall provide and pay for all labor, tools, equipment, materials, transportation, supervision and all other services and facilities of any nature necessary to accomplish the following tasks:

1. Emergency clearance of debris from gated communities and rights-of-way for access by emergency personnel.
2. Debris removal activities from public property, public rights-of-way, streets, roads and easements within limited spaces and gated communities.
3. Removal of sand, silt, sludge and rock from roads, streets rights-of-way; screening material to segregate material and transporting material to designated disposal sites.
4. Contractor shall be responsible for any maintenance and repair to designated disposal sites as a result of damage caused by the contractor.
- 5.. Tree trimming in accordance with American National Standard ANSI A300, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
6. Perform other disaster response and recovery activities, as necessary, and as specifically directed and authorized.

SECTION 3: Disaster Debris Collection and Processing

Collect, remove, and deliver disaster debris to City of Hollywood disposal facility or other facility as directed by the City of Hollywood. The City may instruct the contractor to direct haul debris to a Broward County TDMS per the current Interlocal agreement between the City and Broward County.

- a. Collection of debris shall include any reduction, separation or other processing of material needed for further removal and disposal of debris.
- b. All loads brought to a TDSRS shall be inspected and recorded by the Contractor and City of Hollywood.
- c. City of Hollywood shall be responsible for disposal fees at the designated disposal facilities.

The Contractor shall provide and pay for all necessary labor, tools and equipment to execute the work described in this Scope of Work and all required services in RFP Sections 1, 2 and 3.

The Contractor shall provide assistance to the City of Hollywood in potential Federal reimbursement efforts.

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- a. No work shall be initiated unless specifically authorized by an executed Notice to Proceed duly issued by the designated representative of the City of Hollywood. Each Notice to Proceed shall specifically delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished and shall contain a "Not-To-Exceed" price for any time and material portions of the Scope of Services.
- b. Work performed pursuant to a Notice to Proceed shall be invoiced referencing established Blanket Purchase Order pricing to City of Hollywood along with supporting data required by City of Hollywood. City of Hollywood shall pay Contractor for invoiced amounts based upon established pricing.

Disposal of debris will be at any site designated for disposal by the City. Additional sites may be designated as needed. All transport vehicles shall be safely and properly covered.

PRICE PROPOSAL

The City requires pricing information upon which estimates can be prepared for budgetary purposes. Each contractor must therefore include with their response pricing per cubic yard that shall be applied to requests for services if contractor is awarded a contract. Pricing should be offered per each type of service offered, i.e. debris pickup and hauling, debris disposal, and for each type of debris, i.e. vegetative, construction rubble, commingled debris, recyclable, etc.

Certain categories have been provided in Attachment A. Contractor may also submit pricing for additional services related to disaster recovery but unable to be priced on a cubic yard basis such as staking of trees.

The City will not pay any Travel or Per Diem costs related to this contract.

Please include all hourly rate charges for personnel, heavy equipment and vehicles, including any travel time and deployment fees. Indicate the number of personnel, heavy equipment and vehicles that are employed or owned by the company. Please include details about the company's invoicing policy. A separate charge or combination of per hour or per ton charge will be considered. **Attach a list of personnel and equipment with per hour charges.**

REPORT REQUIREMENTS

Should a contract be awarded and implemented, reporting requirements shall include the following:

1. Full and detailed daily itemized records indicating all services and site expenditure performed by the contractor. Documentation of all costs associated with emergency incidents in a timely manner to assist the City in cost recovery in accordance with established Federal Emergency Management Agency (FEMA)

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requirements. Must coordinate with appropriate City staff regarding proper billing procedures to meet FEMA reimbursement requirements. Invoicing requirements shall include segregation of costs by site or Damage Survey Reports (DSRs).

The contractor shall make such periodic reports to the City as necessary to detail the progress of debris removal and disposal and additional services provided. Such reports shall include:

- Schedule separate pickup for the different types of debris. All debris, excepting hazardous materials and hazardous waste, shall become the property of the contractor for removal and lawful disposal unless otherwise subject to pre-existing City disposal agreement.

INSPECTION SITES

The City shall designate Inspection Sites. These sites shall become the points of inspection and load volume estimation by the City personnel. It is at these Inspection Sites that City personnel will originate and complete the Debris Removal Ticket, for each load of debris removed.

- A. A daily report detailing: the Zone and Section number, street names and addresses where particular passes for debris removal were conducted and/or completed; the total number of personnel engaged in debris management operations on that day, the number of loaders and debris hauling vehicles in operation on that day; the daily and aggregate volumes of debris, by type, removed and disposed of; the percent completion of the project; the estimated completion date; any inspections conducted by federal, state or local government agencies; any damages to private property caused by contractor operations; any reports of damage claims made by citizens; the number, name, and location of each debris management site in operation to include numbers of air curtain incinerators, pit burners, grinders, chippers and mulching machines in operation; and any other information as may be required to fully and completely describe the contractor operations conducted on that day.
 - B. A monthly summary of the information from the daily reports.
 - C. At final acceptance of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities conducted, to include, but not be limited to total volumes of debris managed, by type; the total cost of the project; suggestions for improving operations in the future; and any other additional information as may be necessary to adequately document the conduct of debris management operations.
2. Other services as identified within the course of the contract.
 3. Contractor shall submit plan describing method of compliance with all applicable environmental laws and regulations.

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SCHEDULE/COMMENCEMENT OF SERVICES

The City of Hollywood anticipates the performance for services related to this contract to begin at the time an emergency condition exists and upon approval by the appropriate levels of authority within the City and upon a "Notice to Proceed" to start work and the notice to reduce resources and to end work.

The contractor shall supply estimated time schedules in their proposal identifying anticipated schedules including mobilization, based on the tasks identified or as further explained by the contractor.

PAYMENT

Partial payments in the full amount for the value of accepted services may be requested by the submission of a properly executed **original** invoice, with supporting documents referencing FEMA Cost Code Listing (previously G.2). Payment for accepted services will be accomplished by submission of an **original** invoice, in duplicate, to:

First Original:

Thompson Consulting Services
(or any designated monitoring service provider)

Second Original

City of Hollywood

Accounts Payable

AccountsPayable@hollywoodfl.org

1600 South Park Road

Hollywood, FL 33023

Any revisions will be provided in writing.

The City will impose a 5% retainage on all invoices.

DOCUMENT HANDLING IN THE EVENT OF DISASTER

In the event that due to disaster any offices referenced in this contract are not available all documents shall be forwarded to the Public Safety, Emergency Operations Center.

SAFETY REGULATIONS

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

Codes and Regulations

Issue Date: May 9, 2018

The awarded contractor(s) shall strictly comply with all federal, state and local building and safety codes as well as Federal Emergency Management Agency (FEMA) regulations.

PROTECTION OF PROPERTY/SECURITY

The awarded contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded contractor shall provide for removal of all debris from City property.

The awarded contractor shall, at all times, guard against damage or loss to property of City of Hollywood or of other vendors or contractors or residents, and shall be held responsible for replacing or repairing any such loss or damage.

The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agent.

The awarded contractor shall at all times guard against injury to City of Hollywood employees. The contractor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded contractor(s) must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

M.O.T. REQUIREMENTS

1. The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training as per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc. A copy of the certification document(s) must be submitted with their bid submittal.
2. When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagperson or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices and Safe Practices. OSHA standards shall be utilized where applicable.

SUB-CONTRACTING

Issue Date: May 9, 2018

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Hollywood.

- Subcontractor shall provide the City with all certificates of insurance required by this contract.
- The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and methods standard in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.
- The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA)
- Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.
- Contractor shall be responsible for all payments to an approved subcontractor within thirty (30) calendar days of when services were provided for this contract.
- Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

PERFORMANCE/PAYMENT BOND

The contractor shall be responsible to furnish the City of Hollywood a performance/payment bond(s) to be in effect during the hurricane season(s) (June 1 through November 30) annually for the duration of the award period(s) in the total amount of the Agreement. Additional performance/payment bond(s) will be required prior to assignment/commencement of any work during the period from December 1 to May 31 annually for the duration of the award period(s) in the total amount of the Agreement. The bond(s) must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds as listed on U.S. Treasury Department Circular 570, current revision. Additionally, the bonding company must be rated "A" Class X, by "Best's Key Rating Guide," published by A.M. Best Company. Subject bond(s) will cover the entire contract amount. Contractor must submit proof of bondability when submitting a Proposal. The City requires a notarized letter from a bonding agent that they can provide a \$100,000.00 performance bond and a \$25,000.00 payment bond for the contractor.

The City reserves the right to make multiple awards by category if deemed in the City's best interest. Contractors shall document all services that maybe required and offered due to a post-disaster event, including all pertinent information.

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AWARD CRITERIA

Multiple awards will be made based upon responsibility and responsiveness to the needs of the City. It is the intent of the City to issue Blanket Purchase Order Agreements with the responsive and responsible contractors who can provide the services based upon the needs of the City at the time.

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PART II: PROPOSAL SUBMISSION REQUIREMENTS

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, and plainly marked on the outside of the envelope using the label available on page two of this document.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED BELOW:

RFP NO.: RFP-4593-18-PB

Emergency Debris Removal from Limited Spaces & Gated Communities

TO BE OPENED: 3:00 P.M., May 31, 2018

AND ADDRESSED TO:

**CITY OF HOLLYWOOD OFFICE OF THE CITY CLERK
2600 HOLLYWOOD BLVD., ROOM 221
HOLLYWOOD, FLORIDA 33020**

AN ORIGINAL, CLEARLY IDENTIFIED, AND EIGHT (8) COPIES AND ONE (1) ELECTRONIC COPY (CD) OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all

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Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

Vendor must be an active vendor in SubBiz if a Florida registered Company.
Federal Contractors must be registered in SAM (System for Award Management).
<https://www.sam.gov>.

FORMAT

1. Title Page

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. RFP Checklist

4. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, telephone numbers and email addresses.

5. Profile of Proposer

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name, email, fax and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

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- f. Does your firm have other contracts in Dade, Broward or Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast U.S.?
- g. What contractual commitments do your key subcontractors have in the Dade, Broward and Palm Beach county area?
- 6. Summary of Proposer's Qualifications.
 - a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
 - b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
 - c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
 - d. Describe what municipal staff support you anticipate for the project.
 - e. Where are your subcontractors located? Provide a description of the working relationship with the subcontractors and types of projects you have in common? How long have you been working together?
 - f. Do you own equipment or would you have to primarily rely on subcontractors to provide it? What types of equipment do you own or have access to? How old is the equipment?
 - g. What is your procedure for checking your employees' backgrounds? What evidence could you provide to verify this? What background information or qualifications do you require from your subcontractors and their staff?
 - h. How do you train your emergency responders?
 - i. Provide your firm's safety plan. Include handling of hazardous materials.
 - j. Project understanding, proposed approach, and methodology.
 - k. Describe your approach to performing the contracted work. This should include the following points:
 - l. Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

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- m. Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

7. Scope of Services Available

Clearly describe the scope of services available. Include details of your general approach and a sample of a plan. A brief statement shall be included which explains why your approach and plan would be the most effective and beneficial to the City of Hollywood. Proposers should address, as a minimum, the following questions in this section:

- a. Do you provide services full-time, year-round?
- b. Describe how your firm typically gathers together the necessary resources when notified of a disaster.
- c. How would you coordinate debris removal operations with City vendors, to include but not be limited to, the City's waste haulers and tree trimming contractors?
- d. How would you determine the length of your recovery services for the City?
- e. Describe your record-keeping process for FEMA and FHWA reimbursements. How often would information be communicated from the street personnel to your administrative staff? How would you insure accuracy of those reports? What is your method of backup in case of lost information?
- f. What amount of the FEMA and FHWA paperwork can be provided by your firm with minimal involvement from City staff? What percentage of FEMA and FHWA paperwork are you capable of producing with no City staff involvement?
- g. How does your firm typically invoice for services?
- h. How do you determine if your recovery work is completed?
- i. Describe how you would set up an office or a central point of operations in the community to include establishing a phone system for the residents to contact you for service requests and claims.
- j. If you have a disposal or reduction site of your own, do you intend to submit them to the City for approval?

8. Summary of the Proposer's Fee Statement.

The Proposal will show the fee schedule in accordance with FEMA cost code Listing (previously known as G.2) and encompassing the scope of services. If additional work is required beyond the scope of this contract, how would those services be billed?

9. Project time schedule, if applicable.

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Provide a detailed time schedule for this project.

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).

C. INSURANCE REQUIREMENTS

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

- a. **Commercial General Liability Insurance** naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

- b. **Commercial Automobile Liability Insurance** naming the City as an additional insured with not less than the following limits:

Combined Single Limit	\$500,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

- c. **Worker's Compensation Insurance** covering the contractor and the Contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000
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- d. **Pollution Liability Insurance** \$1,000,000 per Occurrence

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like

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coverage for the balance of the period of the Agreement or extension thereunder is in effect.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-, V11, as assigned by the A.M. Best Company.

Any Sub-Contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

D. GENERAL INFORMATION AND SCHEDULE

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Procurement Services Division, Paul A. Bassar, Director, Procurement Services & Contract Compliance at (954) 921-3628, or his designee. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum. **It is preferred that all questions be submitted electronically via BidSync.**

Questions must be received no later than 5:00 p.m., May 16, 2018.

Table 1 – Procurement Schedule

Milestone	Estimated Delivery Date
RFP Release	5/09/2018
Last Date to receive questions for RFP	5/22/2018
Last Date to Issue Addendum in Response to Questions	5/23/2018
Proposal Due Date Prior to 3:00 P.M.	5/31/2018
Selection Committee review/recommendation	07/02/2018

Issue Date: May 9, 2018

Executed Agreement	07/22/2018

E. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:

- a. Proposal and Proposer's Certification
- b. Statement of Qualifications and Experience
- c. Hold Harmless and Indemnity Clause
- d. Non-Collusive Affidavit
- e. References with contact information (name, phone, fax, email)
- f. Proposal security if required by the Special Conditions to the Instructions to Proposers
- g. Certificate(s) of Insurance if required by the Special Conditions to the Instructions to Proposers
- h. Statement of Interest to include description of work to be performed, availability and mobilization time required and itemized pricing proposal
- i. Proof of Bondability
- j. M.O.T. Certification
- k. Occupational License
- l. Detailed Response to all Evaluation Factors

F. OTHER CONSIDERATIONS

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

2. All contact for information regarding the Proposal must be addressed to the City of Hollywood's Procurement Services Division. Over the course of this RFP process, related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the Procurement Services Division in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official

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method whereby interpretation, clarification or additional information can be given.

4. All materials submitted in response to the RFP become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.

5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.

6. Copies of Proposals submitted may not be viewed until thirty (30) days after RFP opening date.

7. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

8. Vendors conducting business with the City of Hollywood should be properly registered with the State of Florida Division of Corporations. Registration is a requirement to do business with the City of Hollywood, however, the State of Florida Division of Corporations registration process is not administered by the City. Please visit <http://sunbiz.org/> to register your company or for further question regarding registration.

G. EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

- | | |
|------------------------|-------------|
| 1. Scope of Service | 0-25 points |
| 2. Firm Qualifications | 0-25 points |
| 3. References | 0-25 points |

Issue Date: May 9, 2018

4. Price

0-25 points

MAXIMUM TECHNICAL POINTS

100

H. SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list will be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract(s).

I. EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

J. PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTOR TO SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

K. ADA COMPLIANCE

Issue Date: May 9, 2018

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

L. PUBLIC ENTITY CRIMES

"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 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."

M. DECLARATION

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number), declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons, and that this Proposal is made without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

N. DISCLOSURE OF CONFLICT OF INTEREST

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name

Relationship

**City of Hollywood, Florida
Solicitation # RFP-4593-18-PB**

Issue Date: May 9, 2018

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.

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HOLD HARMLESS AND INDEMNITY CLAUSE

Custom Tree Care, Inc., Greg Gathers
(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.


SIGNATURE

Greg Gathers
PRINTED NAME

Custom Tree Care, Inc.
COMPANY OF NAME

5/15/18
DATE

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: May 9, 2018

NON-COLLUSION AFFIDAVIT

STATE OF: Kansas

COUNTY OF: Shawnee, being first duly sworn, deposes and says that:

- (1) He/she is President of Custom Tree Care, Inc. the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) [Signature] President
Title

Failure to sign or changes to this page shall render your bid non-responsive.

City of Hollywood, Florida
Solicitation # RFP-4593-18-PB

Issue Date: May 9, 2018

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 form statement is submitted to City of Hollywood
by Greg Gathers, President for Custom Tree Care, Inc.
(Print individual's name and title) (Print name of entity submitting sworn statement)
whose business address is 3122 SW Spring Creek Ln, Tampa, FL 33610
and if applicable its Federal Employer Identification Number (FEIN) is 48-1245168 If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement.

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

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 an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those 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 another 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 "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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. (Please indicate which statement applies.)

☒ Neither the entity submitting sworn statement, nor any of its officers, director, 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, 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings,

City of Hollywood, Florida
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determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

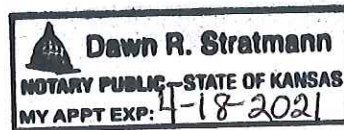
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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

Sworn to and subscribed before me this 15th day of May, 2018.

Personally known X

Or produced identification _____ Notary Public-State of Kansas

None my commission expires 4-18-2021
(Type of identification)



[Signature]
(Signature)
[Signature]
(Printed, typed or stamped commissioned name of notary public)

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: May 9, 2018

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Custom Tree Care, Inc.
3722 SW Spring Creek Ln.
Topeka, KS 66610

Application Number and/or Project Name:

RFP-4593-18-PB Emergency Debris Removal

Applicant IRS/Vendor Number:

48-1245968

Type/Print Name and Title of Authorized Representative:

Breg Gathers, President

Signature:

[Signature]

Date:

5/15/18

Failure to sign or changes to this page shall render your bid non-responsive.

Issue Date: May 9, 2018

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 these requirements.

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



VENDOR'S SIGNATURE

Custom Tree Care, Inc.

NAME OF COMPANY

Greg Gathers

PRINTED NAME

Issue Date: May 9, 2018

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.


SIGNATURE


PRINTED NAME


NAME OF COMPANY


TITLE

Failure to sign this page shall render your bid non-responsive.

Issue Date: May 9, 2018

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Custom Tree Care Inc.

Firm giving Reference: Broward County Schools -
Custodial/Grounds Dept. Physical Plant Operations
Address: 3809 N.W. 10th Ave. Oakland Park, FL 33309

Phone: 754-321-4317

Fax: 754-321-4511

Email: ron.eggenberger@browardschools.com

1. Q: What was the dollar value of the contract?

A: \$1,500,000

2. Have there been any change orders, and if so, how many?

A: No

3. Q: Did they perform on a timely basis as required by the agreement?

A: Yes

4. Q: Was the project manager easy to get in contact with?

A: Yes

5. Q: Would you use them again?

A: Yes

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: No

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Ron Eggenberger
Title: Grounds Manager

Signature: [Signature]

Date: 5-23-18

Issue Date: May 9, 2018

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Custom Tree Care, Inc.

Firm giving Reference: Town of Bay Harbor Islands

Address: 9665 Bay Harbor Terrace

Phone: 305 866-4241

Fax: 305 866-4863

Email: jcjimenez@bayharborislands-fl.gov

1. Q: What was the dollar value of the contract?

A: \$195,000

2. Have there been any change orders, and if so, how many?

A: NO

3. Q: Did they perform on a timely basis as required by the agreement?

A: yes

4. Q: Was the project manager easy to get in contact with?

A: yes

5. Q: Would you use them again?

A: Absolutely

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: J.C. Jimenez

Title: Assistant Town Manager

Signature: [Signature]

Date: 05/23/2018

City of Hollywood, Florida
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REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: CUSTOM TREE CARE

Firm giving Reference: CITY OF WEST PARK

Address: 1965 SOUTH STATE ROAD 7, WEST PARK, FL 33023

Phone: 954-989-2688

Fax: 954-989-6884

Email: DMILLIEN@CITYOFWESTPARK.ORG

1. Q: What was the dollar value of the contract?

A: \$25,000

2. Q: Have there been any change orders, and if so, how many?

A: NO

3. Q: Did they perform on a timely basis as required by the agreement?

A: YES

4. Q: Was the project manager easy to get in contact with?

A: YES

5. Q: Would you use them again?

A: YES

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☒ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

7. Q: Is there anything else we should know, that we have not asked?

A: VERY PROFESSIONAL VENDOR.

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: DANIEL MILLIEN
Title: OPERATIONS MANAGER

Signature: 

Date: MAY 16, 2018

Issue Date: May 9, 2018

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: Custom Tree Care, Inc.

Firm giving Reference: South Broward Drainage District

Address: 6591 SW 160 Avenue, SW Ranchos, FL 33331

Phone: 954-680-3337, EXT 206

Fax: 954-680-3339

Email: Kevin@SBDD.org

1. Q: What was the dollar value of the contract?

A: \$193,442.10

2. Have there been any change orders, and if so, how many?

A: NO

3. Q: Did they perform on a timely basis as required by the agreement?

A: yes

4. Q: Was the project manager easy to get in contact with?

A: yes

5. Q: Would you use them again?

A: IF they met the requirements of an SBDD Bid.

6. Q: Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ 5 Excellent ☐ 4 Good ☐ 3 Fair ☐ 2 Poor ☐ 1 Unacceptable

SBDD DOES NOT
RATE CONTRACTORS
OR VENDORS

7. Q: Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: Kevin Hart
Title: District Director

Signature: Kevin Hart Date: 5/23/18

Issue Date: May 9, 2018

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.

RFP CHECKLIST

Please check each line item after the completion of the appropriate item.

X I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)

X I acknowledge reading and signing the Hold Harmless Statement.

X I have included all information, certificates, licenses and additional documentation as required by the City in this RFP document.

X I have checked for any addendums to this RFP, and will continue to check for any addendums up to the due date and time of this RFP.

X I have submitted one (1) original and eight (8) copies and one (1) electronic copy (CD) of the entire proposal with addendums.

X I have verified that the outside address label of my RFP package is clearly marked to include my company's name, address, RFP number and date of RFP opening.

X I have read and completed (if applicable) the "Disclosure of Conflict of Interest".

X I am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.

X I have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: Custom Tree Care, Inc.

PROPOSER'S NAME: Greg Gathers

PROPOSER'S AUTHORIZED SIGNATURE: [Signature]

DATE: 5/15/18

Issue Date: May 8, 2018

ATTACHMENT A

**Emergency Debris Removal from Limited Spaces &
Gated Communities Price Sheet**

A. Debris Removal

Please complete this section if interested in Debris Removal opportunities. All prices are to be submitted in cost per cubic yard to collect and transport to a site designated by the City.

NOTE: It is the intent of this contract to use hourly/unit pricing for the initial "push" (First 70 hours).

ITEM/DESCRIPTION	PRICE PER CUBIC YARD, UP TO 25 MILES
A. Vegetation	7 ²⁰
B. Construction and Demolition Debris / Mixed Debris	7 ⁹⁵
C. Mixed Vegetative & C & D	7 ⁹⁵

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Stump Grinding, Stump Removal, Hangers, and Leaners

Stumps are to be ground down to four inches below grade and all voids left by removed or ground stumps are to be filled with clean soil and graded level with the surrounding area. . Stump mulch is to be removed

Stump Grinding, Stump Removal, Hangers, and Leaners

Please complete this section if interested in Stump Grinding and removal. Stumps are to be ground down to 4" below grade. Stump mulch is to be removed. All voids left by removed or ground stumps are to be filled with clean soil and graded level with the surrounding area.

Issue Date: May 8, 2018

Stump Grinding

Stump Diameter	Cost
13" to 28"	\$ 125
29" to 45"	\$ 185
46" to 60"	\$ 275
61" and greater	\$ 325

Fill Material – Clean Soil	\$ 18 cubic yard
Root Removal	\$ 5 per root
Additional Cut – Tall Stump	\$ 25 ea.

Stump Removal

Stump Diameter	Cost
0"-12"	\$ 75
13"-28"	\$ 155
29"-45"	\$ 225
46"-60"	\$ 300
61" or greater	\$ 375

Fill Material – Clean Soil	\$ 18 cubic yard
Root Removal	\$ 5 per root

Removal of Leaners (Whole Trees) down to remaining 15" of trunk

Tree Diameter	Cost
Up to 12"	\$ 75
13" to 28"	\$ 165
29" to 45"	\$ 245
46" to 60"	\$ 395
61" or greater	\$ 495

Removal of Hangers (Damaged Tree Limbs)	\$ 80 per tree
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Staking of Trees

Tree Diameter	Price per tree
10"	\$ 75
11" to 20"	\$ 125
21" to 30"	\$ 200
31" to 40"	\$ 225

Issue Date: May 8, 2018

ATTACHMENT B

USE OF A STANDARDIZED LOAD TICKET

This attachment defines the content and use of debris load tickets that are utilized by all cities in Broward County.

Completing Load Tickets

The load ticket is set up so that the information in Part A is completed in the field at the point where the load is generated, and the information in Part B is completed at the debris management site or the final disposal site.

The designation of individuals who are authorized to complete and sign the load tickets at the point of collection and the point of delivery will be determined and documented by the contractor and the City before collection begins. This will avoid disputes over the validity of load tickets. Each load ticket must be signed by an authorized, designated individual.

The measured capacity (measured dimensions of the truck bed or box in cubic yards) is to be done as soon as possible, preferable before an event at a designated master site, and the information kept with the vehicle, or posted on the outside of the vehicle on the placard. This will speed the process of estimating volumes and reduce the chance of disputes over the quantities of waste hauled.

Line-by-line completion of the load tickets is as follows:

Part A

Contracting Agency

The name of the agency for which the work is being done – City, County or particular agency – using full names of the entity to avoid confusion.

Subcontractor

The name of the principal contractor performing the work, in a clearly stated form (e.g., "Ashbritt," "Grubbs," "Crowder Gulf," etc.). If the work is being performed by City personnel, this line will be filled in as "Force Account – (Name of City)." Fill in the subcontractors name in a clear format if a subcontractor is being used, (i.e., "Triple R," "Ron Bergeron," etc.) "N/A" should be entered here if no sub-contractors are involved. If different groups of in-house forces are being used, they may be specifically identified here, if needed, for tracking purposes (i.e., "Public Works," "Parks and Rec.," "Utilities," etc.).

Issue Date: May 8, 2018

Date

The date the debris is collected.

Truck Number and Driver's Name

The number assigned to the truck or bin (on placard). There must be a certified truck number in order for FEMA to make payment.

Certified Capacity

The measured capacity of the truck should be established prior to collections, as previously mention, and should be identified on the vehicle. The certified capacity is entered here.

Debris Pickup Location

The point where the load of debris is collected is entered here, and stated as clearly and precisely as feasible (e.g., a street name or a segment of road between intersections (XX Street between 1st and 2nd Avenues).

Debris Type

Debris type is designated based on observation of the final truck load upon departure from the loading site. It this section, check the single debris type or check the mixed field and then select the different debris types that make up the mixed load. For a mixed load, the percentage that each debris type making up the load must be specified. If the process through which the debris will be disposed of is known, this can also be indicated in this section.

Departure Time and Odometer

These information fields should be completed at the time the truck departs the loading site. The information can be used to track vehicle mileage, and may be used to reimburse the contractor, if there is a mileage factor in the contract hauling rates. If not required by the City, they should be completed as "N/A."

Load Site Monitor (Printed Name and Signature)

This is the person who is designated and authorized to verify the informationt regarding the truck and its debris load at the collection site. Both the printed name and signature of the authorized individual must be included.

Part B

Issue Date: May 8, 2018

Debris/Disposal Site Location

Enter the name of the site to which the debris was delivered.

Arrival Time and Odometer

These fields must be completed at the time the truck arrives at the debris/disposal site. The information can be used to track vehicle mileage, and may be used to reimburse the contractor, if there is a mileage factor in the contract hauling rates. If not required by the City, they should be completed as "N/A."

Percent Full or Weight

The percent loaded that was determined by the load site monitor at the collection point is verified by the debris/disposal site monitor designated by the governmental entity, typically with the concurrence of a contractor's site monitor. The weight will be determined at the disposal site or other weighing location.

Tare Weight

The tare weight is a baseline weight given to a truck or bin. This must be taken before any debris is collected and tare weights established.

Weight Ticket Number

The ticket number from the scale house or weight station. Usually a truck that is weighed is given a weight ticket that may contain a number that differs from the number on the load ticket. That number is recorded here.

Debris/Disposal Site Monitor (Printed Name and Signature)

This is the person who is designated and authorized to verify the amount of debris delivered to the disposal site for the governmental entity.

Photo Ref #

If a photo is taken for reference to the ticket, record the photo number in this field.

Load Ticket Distribution

White:	Kept by the governmental entity's Load Site Monitor at the point of collection.
Canary:	Kept by the TDMS Monitor.
Pink:	Kept by the contractor.
Blue:	Kept by the truck driver as documentation of collection and delivery.

**City of Hollywood, Florida
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Gold: Kept by the City/County representative at the debris/disposal site.

The "Notes" section of the load ticket can be used for comments, i.e., discrepancies with the load site information.

Issue Date: May 8, 2018

Please fill out and return with your proposal.

COMPANY NAME: Custom Tree Care, Inc.

PROPOSER'S SIGNATURE 

Dated this 30th day of May 2018
