

**REQUEST FOR PROPOSALS
FOR
DYER, INDIANA**



**DISASTER DEBRIS REMOVAL
AND DISPOSAL SERVICES**

**PROPOSAL DUE
SEPTEMBER 17, 2026
AT 9:00 AM CST**

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DYER, INDIANA
REQUEST FOR PROPOSAL
Disaster Debris Removal & Disposal Services

PURPOSE

The Town of Dyer, Indiana (hereinafter “Town”) was impacted by severe storms in August 2026. In order to recover from this disaster and to respond to disaster events in the future, the Town of Dyer seeks to establish a contract with a disaster debris removal and disposal contractor (hereinafter “Contractor”) via this Request for Proposals.

PROPOSAL DEADLINE: Thursday, September 17, 2026 at 9:00 AM

AWARD DATE: Thursday, September 17, 2026 at 6:00 PM

CONTACT INFORMATION

Dual Point of contact for this proposal: Please copy both contacts on emails.

Robert Starkey, Town Council President: council@townofdyer.com

ER Assist Grant Manager: in-dyer@erassist.com

GENERAL TERMS & INFORMATION:

- A. Proposals and all required documents must be submitted online to the DFS Procurement Portal (hereinafter “DFS Portal” or “Portal”) at dfs.bonfirehub.com no later than **September 17, 2026 at 9:00 AM**, local time (CST).
- B. Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted.
- C. Submission is electronic only through the online DFS Portal. Hard copy proposals or offers by telephone, fax, or email will not be accepted.
- D. Confirmation or declaration statements required for submission are attached hereto as RFP Attachments 1-7 and are listed in the Scope of Work Section 18.0 along with instructions for completing the requirements in the Portal.
- E. The town anticipates an award will occur at the Dyer Town Council meeting on Monday, September 17, 2026 at 6:00 PM in the Main Meeting Room of Town Hall located at One Town Square, Dyer, Indiana 46311. The meeting is open to the public.
- F. Addenda regarding this RFP will be posted to the DFS Portal at dfs.bonfirehub.com. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

- G. Questions regarding this RFP are to be submitted within the Portal at dfs.bonfirehub.com. Answers will be provided within the Portal, and all answered questions will be made public within the Portal. Questions submitted outside of the Portal by email or phone will not be answered. Questions submitted within 48 hours of the submission deadline will not be answered. For questions regarding Portal registration or navigation, please email: procurement@erassist.com.
- H. All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Contractor to perform said work and services.
- I. Proposals should contain enough information for the Town to make an evaluation; however, overly complex or excessive proposals will be a burden to the proposal scoring committee and should be avoided.
- J. Electronic Submissions: The electronic files shall not be password protected, shall be in Portable Document Format (PDF) and shall be capable of being copied to other media. The electronic copy, shall consist of the following:
1. One (1) electronic copy of the complete proposal package, including all attachments in the form as required, and
 2. If applicable, one (1) Redacted electronic copy of the complete proposal including all attachments in the form as required, (See the Confidential and Exempt Information Instructions & Disclaimer on page 6 of this RFP).
- K. Bid Security as either a bid bond or certified check are required prior to the submission deadline for not less than 5% of the contract amount.
- L. Performance Bonds will be required for 100% of the contract work award amount prior to the start of work.
- M. **The awarded contractor will be responsible for ensuring all local, state, and federal permitting required to complete the scope of work. Payments for invoices will not occur until proof of proper permitting is received by the Town. Any contract entered into as a result of this RFP will state that work done without a permit or later deemed to have been done without a permit will not be billable work.**
- N. No tracked equipment on roadways, unless by written permission by the Town. Damage to the roadway caused by tracked equipment shall be repaired by the contractor.
- O. Low ground pressure equipment is required for limited access areas, such as the golf course and parks. Damage to limited access areas caused by the contractor's equipment shall be repaired by the contractor.
- P. Forecast of the next day's need/count of monitors will be required by 5 p.m. each night.
- Q. This RFP may be used by other agencies under cooperative agreements.

- R. The Town of Dyer complies with all civil rights provisions and federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Town does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment of the Town's programs and activities, as well as the Town's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Town's nondiscrimination policies may be directed to the Town Council.
- S. The Town of Dyer encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, the Town of Dyer encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

RIGHTS OF THE TOWN OF DYER IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the Town, under state law and Town ordinances, the Town specifically reserves the following:

- The Town reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- The Town reserves the right to select the proposal it believes will serve the best interest of the Town.
- The Town reserves the right to accept or reject any or all proposals.
- The Town reserves the right to cancel the entire request for proposal at any time and for any reason.
- The Town reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- The Town, through its own investigation and in its sole discretion, may determine the qualifications, experience, and acceptability of any Respondent submitting a proposal in response to this RFP.
- The Town reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- The Town reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

CONFLICT OF INTEREST:

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.

WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submission based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Indiana apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

CONFIDENTIAL AND EXEMPT INFORMATION INSTRUCTIONS & DISCLAIMER:

Any offeror claiming that its response contains information exempt from public records acts, freedom of information acts or right to know laws, must submit a second copy of the proposal document in which all information the offeror deems to be confidential commercial and financial information and/or trade secrets is redacted in **black**. Offeror shall also provide a document stating the specific statutory authority for each redaction/exemption. Offeror may be subject to exclusion if the Town or applicable state procurement review determines that redactions made by the Offeror were made in bad faith in order to prohibit public access to the portions of the Proposal which are not exempt from public records acts, freedom of information acts or right to know laws. The redacted version of the Proposal, or **if an Offeror does not produce a redacted version, the full Proposal document, will be released** at the Town’s sole discretion, **without notice** to the Offeror and will be produced as a public record exactly as submitted.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

TOWN INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the Town and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or

litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the Town.

Any action taken by the Town in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability, or obligation on the part of the Town, or its advisors.

CANCELLATION:

The Town reserves the right to cancel this request for proposal at any time without cause and for any reason.

ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS, MERGERS:

a) The selected contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the Town. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b) In the event of a corporate acquisition and/or merger, the selected contractor shall provide written notice to the Town within thirty (30) calendar days of the selected contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the Town, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the Town awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for the purpose of this Agreement.

LOBBYING:

Lobbying of selection committee members, Town employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Town and shall be prohibited until either an award is final or the protest is finally resolved by the Town; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Town Clerk to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

ADDITIONAL REQUIREMENTS:

The Town reserves the right to request additional services relating to this RFP from the Proposer. When approved by the Town as an amendment to the contract and authorized in writing prior to work, the selected contractor shall provide such additional requirements as may become necessary.

OTHER GENERAL CONDITIONS:

- a) Proposers must provide the Town with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer.
- b) The Town reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c) This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the Town to pay for any costs incurred by the Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The Town of Dyer shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d) At the discretion of the Town, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- e) Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- f) Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this request for proposals or a resulting contract shall be controlled by Indiana law in the Circuit Court of Lake County, Indiana. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

SCOPE OF WORK FOR DEBRIS REMOVAL

1.0 GENERAL

- 1.1 The purpose of this contract is to remove and dispose of all FEMA eligible debris from Town Maintained Right of Ways (ROW).
- 1.2 This contract will be awarded on a 120-day basis, and may, at the Town's discretion, be extended to one year from the date of its execution. In addition, it may, at the Town's discretion, have 3 additional one-year contract extensions.
- 1.3 The Contractor may be required to secure and permit Debris Reduction Site(s). If tasked to provide debris site(s), the Contractor shall prepare, operate, and restore the Debris Reduction Site(s). The site(s) shall be approved by the State of Indiana. Restoration of the debris reduction site must adhere to all State of Indiana regulations and requirements.
- 1.4 Vegetative debris shall be taken for reduction to the Debris Reduction Site. Reduction will be made by either compaction, burning, or chipping.
- 1.5 Any damage to public property, sidewalks, curbs, or streets outside of shall be repaired at the expense of the Contractor.
- 1.6 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris, including ROW of streets and roads. Work shall include: (1) examining and sorting debris to determine whether or not debris is eligible; (2) loading and sorting the debris; (3) hauling the eligible debris to an approved Debris Site. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Town shall be immediately notified of any ineligible debris located at the ROW for collection.
- 1.7 Debris collected must fall within the guidelines of the FEMA PA Guide FP-104-009-2 [Public Assistance Program and Policy Guide Version 5](#). Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed.
- 1.8 Hazardous limbs are considered eligible debris and are defined as broken limbs or branches that pose an immediate threat.
 - 1.8.1. For example, a broken limb or branch hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, poses an immediate threat of falling and causing injury to the public or damage to improved property.
- 1.9 Hazardous Trees. Trees in the public ROW with a split trunk, broken canopy, or leaning at an angle greater than 30 degrees, are considered eligible debris. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level.
- 1.10 The Contractor shall not enter private property during the performance of this contract, unless specifically authorized by the Town in writing. Contractor shall note that a portion of the project will occur in residential areas. The Contractor shall exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor

shall repair any damages caused to property by the Contractor's equipment in a timely manner at no expense to the Town. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.

- 1.11 The Contractor shall use equipment and perform work in a manner to prevent damages to the private and public infrastructure facilities in the ROW, including gas meters and all landscaped areas. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the Town.
- 1.12 No heavy equipment shall be operated within waterways.
- 1.13 All equipment shall be approved by the Town prior to use via truck certification. No tracked equipment (rubber or steel) can be used on roads.
- 1.14 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- 1.15 The Town and governmental agencies reserve the right to inspect vehicles, equipment, debris site(s), and to verify quantities, and review operations at any time.
- 1.16 All work shall be accomplished in a safe manner in accordance with OSHA standards.

2.0 LOAD TICKETS

- 2.1 E-Tickets. No work will be paid unless the work is monitored and ticketed. The e-ticket system, or if manual tickets are used, the paper ticket, shall contain the following information:

- | | |
|--------------------------------------|--------------------------|
| • Ticket Number | • Loading Departure Time |
| • Contract Number | • Dump Arrival Time |
| • Contractor Name | • Percent of Load |
| • Date | • Actual Debris Volume |
| • Truck or Roll-off Container Number | • Debris Eligibility |
| • Truck Capacity | • Type of Debris |
| • Point of Debris Collection | • Cut Type |

3.0 DEBRIS CLASSIFICATION

- 3.1 Eligible Debris. Eligible debris is defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program (FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V5 (January 6, 2025)).
- 3.2 Stumps. The removal and disposal of all stumps, when eligible for removal, may be paid on a cubic-yard basis, regardless of size or whether or not the stumps require extraction by the Contractor. Stumps 6" or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the FEMA standard conversion table by the Town's representative. Uprooted stumps with an exposed root ball on improved public property or ROW, 24" or larger, that create an immediate threat to life,

public health, and safety, which requires extraction by mechanical means, may be due additional pay as per the values listed on the Cost Proposal Form. These incidents may be addressed on a case-by-case basis by the Town after FEMA approval. Removal shall be accomplished by the most economical means. The extracted stump will then be measured and converted to cubic yards using the FEMA standard table by the Town's representative.

- 3.3 Vegetative Debris. Vegetative debris will first be collected and taken for reduction to a temporary debris site, which has been approved by the state environmental certifying agency. If burned by the Contractor, the burning shall be undertaken in compliance with all federal, state, and local laws, guidelines, and regulations. In addition, the Contractor shall maintain sufficient water trucks or safety measures at the burn sites for security purposes. To avoid unnecessary stockpiling, the Contractor will burn on a daily basis an equivalent amount of vegetative debris brought to the burn site on the previous day. The burn site shall be controlled so smoke does not create a vehicular and/or air traffic hazard or a nuisance condition. The burning processes will be monitored for strict compliance with the Indiana Department of Environmental Management (IDEM).
- 3.4 C&D (Construction & Demolition) Debris. FEMA defines C&D Debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, concrete, fully cured asphalt, equipment, furnishings, and fixtures. The C&D Debris must be disaster-generated and may not be mixed with debris from construction projects underway prior to the storm or with debris generated as a result of remodeling that occurred after the storm. Only C&D Debris that was disaster-generated and that presents an immediate threat will be eligible for reimbursement. C&D should not contain Hazardous Waste.
- 3.5 White Goods. FEMA defines White Goods as air conditioners, dishwashers, freezers, refrigerators, stoves, washers and dryers, and water heaters. Collection of white goods is not part of this RFP. Haul out of white goods is not part of this RFP.
- 3.6 Household Hazardous Waste. Household hazardous waste, if incidentally collected as part of C&D shall be separated as part of the DMS site management cost. Collection of household hazardous waste is not part of this RFP. Haul out of household hazardous waste is not part of this RFP.
- 3.7 Hazardous Waste. Hazardous waste, if incidentally collected as part of C&D, shall be separated as part of the DMS site management cost. Collection of hazardous waste is not part of this RFP. Haul out of hazardous waste is not part of this RFP.

4.0 PERFORMANCE SCHEDULE

- 4.1 The Contractor shall not commence performance until the contractor is given a notice to proceed by the Town.
- 4.2 Prior to commencing debris removal operations, Contractor shall, with the Town's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2-day and 7-day projection.
- 4.3 All activity associated with debris operations shall be performed between 30 minutes before sunrise and 30 minutes after sunset in the affected areas. The Town will determine work days.
- 4.4 Due to timeline requirements for federal reimbursement, the maximum allowable time for completion shall be 180 calendar days from the incident date/weather event date unless the Town initiates additions or deletions to the contract by written change orders.

5.0 EQUIPMENT

- 5.1 All trucks and other equipment must follow all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris should be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" x 6" boards or greater and not to extend more than two feet above the metal bed sides. All extensions are subject to acceptance or rejection by the Town. The Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured for its load capacity. The Town may inspect equipment at any time and determine if equipment is not suitable for debris operations.
- 5.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with placards identifying they are working on the Town's debris project.
- 5.3 Prior to commencing debris removal operations, the Contractor shall present to the Town all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The Town may, at any time, request that the trucks be re-measured. The Contractor shall notify the Town each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.
- 5.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area

during the period of this contract. Any “volunteer” or unpaid work in the jurisdiction of the Town must be done with written approval of the Town.

- 5.5 Loading equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) as well as non-rubber-tired equipment must be approved by the Town.
- 5.6 Low ground pressure equipment is required for this contract to access **Limited Access Areas** such as golf courses and parks.
- 5.7 The Contractor’s staff shall familiarize themselves with all bridge postings in the Town and shall comply with the load posting signage in place while transporting debris.

6.0 REPORTING

- 6.1 The Contractor shall submit a report to the Town each morning for the previous day for the term of the contract. Each report shall contain, at a minimum, the following:
 - 6.1.1. Number and types of trucks in operation from previous day
 - 6.1.2. Daily and cumulative totals of debris removed
 - 6.1.3. Estimate of total leaners, hangers, haul in and haul out, and cumulative percentage (%) of work complete
- 6.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than 5pm. the following day.
- 6.3 The contractor shall submit a morning report for the current day's operations. This report shall contain at a minimum:
 - 6.3.1. Number of trucks running that day
 - 6.3.2. Type of trucks (For example: cut trucks, haul-in trucks, haul-out trucks)
 - 6.3.3. Locations or zones of trucks

7.0 OTHER CONSIDERATIONS

- 7.1 The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 7.2 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors’ or any subcontractors’ actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the Town.
- 7.3 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each

approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.

- 7.4 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 7.5 If operating a debris site, the Contractor is responsible for dust control. The Contractor shall follow all state and local laws for dust control.
- 7.6 The Town may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 7.7 The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. A resource list will be provided to the Contractor upon request of the Town.
- 7.8 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 7.9 The Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 7.10 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) insofar as it may apply to this contract. The majority of work under this contract is expected to be performed under the FEMA Public Assistance program. (FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) V5 (January 6, 2025)) states Davis Bacon Act does not apply to the FEMA Public Assistance Program.
- 7.11 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 7.12 The Contractor shall permit access by the Town and the government agencies including the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 7.13 The Contractor shall retain all required records for three years after the Town or the relevant government agencies make final payments and all other pending matters are closed.
- 7.14 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 7.15 The Contractor shall comply with any other applicable federal, state or local regulations.

- 7.16 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 7.17 Contractor shall be listed within the Federal System for Award Management (SAM) website (www.sam.gov).
- 7.18 Contractor shall not subcontract with any parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- 7.19 Contractor shall certify that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Contractor shall require all subcontractors to submit these same certifications.
- 7.20 Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 7.21 Contractor shall plan for subcontractor participation per FEMA FP-104-009-2. Contractor shall conduct all necessary affirmative steps to ensure the use of disadvantaged, minority, and women’s business enterprises, and labor surplus area firms when possible.

8.0 FINAL DISPOSITION

- 8.1 C&D debris will be taken to the Landfill for final disposal.

9.0 MEASUREMENT

- 9.1 Unit Measurement for all debris removed shall be as indicated on the Certification and Sample Cost Proposal Form, which is appended hereto as Attachment 1. This is determined by the eligible debris delivered to the dumpsite, as supported and documented by the load tickets

10.0 BONDING AND INSURANCE

- 10.1 Prior to signing of contract, Contractor agrees to furnish the Town with all applicable certificates of insurance.
- 10.2 The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments.
- 10.3 The Contractor shall save and hold the Town harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workers' compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.
- 10.4 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.
 - 10.4.1. Commercial General Liability – in the amount of two million dollars (\$2,000,000.00) aggregate/one million dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
 - 10.4.2. Comprehensive Automobile and Motor Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit /any auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
 - 10.4.3. Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Town. Firms having owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.
- 10.5 Conditions: Each insurance policy shall include the following conditions by endorsement to the policy
 - 10.5.1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the Town by a certified mail. Contractor shall also notify the Town, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or

material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.

10.5.2. Companies issuing the insurance policy, or policies, shall have no recourse against the Town for payment of premiums. The term “Owner” and/or “Town” shall include all Authorities, Boards, Bureaus, Commissions, Division, Departments and Offices of the Town and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Town.

10.5.3. Town shall be named as an additionally insured on all policies of insurance. The policy clause “Other insurance” shall not apply to any insurance coverage currently held by the Town to any future coverage, or to the Town’s Self-Insured Retentions as, if any of whatever nature.

10.6 Bid Security as either a bid bond or certified check are required prior to the submission deadline for not less than 5% of the contract amount.

10.7 Performance Bonding for 100% of the awarded contract amount will be required prior to the start of work.

11.0 PAYMENT

11.1 Work will be invoiced on a monthly basis, with separate invoices for FEMA grant performance periods (e.g. 100% federal share reimbursement time period shall be invoiced separately from standard federal share performance period). Tickets/work done with an interlocal agreement (e.g., for City within County) should either be separate invoices or separate line items on the invoice. Invoice shall be based on reconciled tickets as per the debris monitor. Invoice unit fees will be based on the unit pricing submitted and certified by the Contractor in the Cost Proposal Form/BidTable in the Portal.

11.2 Payment for reconciled invoices will be paid within 45 days after approval from the Town. Time is of the essence to the performance hereunder, and the Town shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

11.3 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the Town may retain a percentage of said payment, not to exceed 10% of the contract value to ensure performance of the contract. Said cause and progress shall be determined by the Town, based on assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

11.4 The Town may withhold payment or final payment for reasons including, but not limited to the following: damage to Town or private property, unsatisfactory job performance or

progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

12.0 CHANGES, ADDITIONS, DEDUCTIONS AND EXTRA WORK

- 12.1 Upon proper action by the Town, the Town's authorized agent may authorize changes, additions or deductions from the work to be performed by written notice to the Contractor. No extra work shall be performed or any obligation incurred except upon written order by the Town's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the Town's authorized agent shall make an equitable adjustment and modify the contract in writing.

13.0 TERMINATION OF THE CONTRACT

- 13.1 Work conducted under contract awarded from this RFP may be terminated at any time for the convenience of the Town. The Town agrees to pay the contractor for all work completed through the termination date, as verified by the debris monitor.
- 13.2 Work conducted under contract awarded from this RFP shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise if the Contractor fails to cure any other deficiency identified by the Town's authorized agent within 24 hours of delivery of notice of said deficiency. The Town retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to, any legal process necessary to obtain relief against any sureties securing this contract. Any reasonable attorney's fee incurred by the Town in enforcing this contract will be paid by the Contractor. Jurisdiction for all legal proceedings shall be the courts of Lake County, Indiana.

14.0 WARRANTIES AND REPRESENTATION

- 14.1 This contract is binding upon and inure to the benefit of the Town or its assigns and is the whole agreement of the parties and governed by the Law of the State of Indiana.
- 14.2 The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he or she is eligible to perform this contract under local and federal law, is not now and has never been debarred from performing federal or state government contracts, and that all subcontractors used in the performance of this contract have the same qualification.
- 14.3 It shall be an affirmative duty of any proposing contractor to raise an objection to any term or item omitted or included in this RFP that said contractor feels is a violation of federal or state law at least 48 hours prior to the submission deadline. Failure to raise

such objection within the time allowed shall be deemed a waiver of said omission or inclusion by the contractor.

15.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 15.1 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 15.2 Corrective Actions. If deficiencies are identified, the Town must act to correct these deficiencies using one, or in some cases a combination of, the following:
 - 15.2.1. Stop unsafe work. The Town's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 15.2.2. Issue a Stop Work Order. If the Town's authorized agent determines the deficiency is serious, the Town can issue a stop work order.
 - 15.2.3. Reduced Value Deduction. The Town may reduce the contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the Town or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods included in the Contract provision entitled "Inspection of Services."
 - 15.2.4. The Contract may be terminated.
 - 15.2.5. The Town may discuss corrective actions with the Contractor to prevent future occurrences.
- 15.3 The Town's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned federal, state, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the Town's authorized agent of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Town's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

16.0 NOTICES

- 16.1 At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any notice required hereunder and who shall be available at the local work site in the Town, during all times that the Contractor is performing work

in accordance herewith. A copy of said designation shall be provided to the Town's authorized agent at the time of award.

- 16.2 The Town individual authorized to receive any notice required hereunder shall be the Town's authorized representative. Said notice must be hand delivered during normal business hours to the Town's authorized representative.

17.0 OTHER CONTRACTS

- 17.1 The Town reserves the right to issue other contracts, direct other contractors, or perform similar duties to work within the area included in this contract.

18.0 REQUIRED CONFIRMATIONS & CERTIFICATIONS

- 1.1 The following forms are provided as Attachments to this RFP. In lieu of signatures, Proposers must review each form and enter their response as directed in the Required Information section of the Portal. The confirmation or declaration statement respondents will be required to provide a response to for each form, as well as any documentation requirements, are provided in a gray box at the bottom of each Attachment. All responses must be true and accurate and shall be considered legally equivalent to a handwritten signature.

- Attachment 1: Certification and Sample Cost Proposal Form
- Attachment 2: NON-COLLUSION DECLARATION
- Attachment 3: CERTIFICATION REGARDING LOBBYING
- Attachment 4: FORM 200.321 AFFIRMATIVE STEPS
- Attachment 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION
- Attachment 6: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

19.0 MINOR IRREGULARITIES

- 19.1 The evaluation committee reserves the right to waive minor irregularities.

20.0 CONTRACT TIMEFRAME

- 20.1 This contract will be awarded on a 120-day basis, and may, at the Town's discretion, be extended to one year from the date of its execution. In addition, it may, at the Town's discretion, have 3 additional one-year contract extensions.

21.0 PROPOSAL EVALUATION CRITERIA

- 21.1 Below are the criteria that will be used by the Town to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the Town to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the Criteria Scoring Sheet shown below.

<u>PROPOSAL EVALUATION CRITERIA</u>	
CRITERIA	WEIGHT (%)
Contractor's Experience, Past Performance, Credentials of Contractor and Team ▪ Experience in debris removal and disposal ▪ Experience with federal reimbursement programs ▪ Familiarity with damage and roads of Dyer. ▪ Current and past performance record of contractor and subcontractors ▪ Sufficient financial resources to perform the contract operations or the demonstrated ability to obtain sufficient resources. ▪ Contractor integrity and current and past compliance with public policies including affirmative steps for subcontracting and equal opportunity and nondiscrimination laws	25
Proposal/Work Plan ▪ General work plan as well as specific plan for the Town of Dyer. ▪ Communication plan for/with the Town ▪ Stated ability to start immediate operations (time from notice to proceed to start of operations) ▪ Stated availability of required low ground pressure equipment capable of accessing limited access areas, such as golf courses, parks, rights of way, and potentially private property without damaging property ▪ Availability and ability of key personnel to perform contract operations	30
Price – Contractor's Cost Proposal Score Calculated as Follows: $[1 - (B-A)/A] \times C = \text{Final Cost Score}$ A - the lowest Offeror's cost B - the Offeror's cost being scored C - the maximum number of cost points available <i>Note: If the formula results in a negative number (which will occur when the Offeror's cost is more than twice the lowest cost), zero points shall be assigned.</i>	35
References	10
Total Score	100
Interviews (Optional at Town's discretion)	20
Total with Interviews	120

Attachment 1: Certification and Sample Cost Proposal Form (3 pages)

Proposing Certification: I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the rates quoted in my Proposal. I agree that my Proposal will remain in effect for a period of up to one hundred eighty (180) days.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the Town or of any other Proposer has a financial interest in this Proposal. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DFS Portal Confirmation / Declaration:

By completing and submitting the Cost Proposal Form/BidTable in the DFS Portal, you are certifying all of the above as well as all prices and data entered in the Cost Proposal Form/BidTable in the DFS Portal.

Of Note: *The "Sample Cost Proposal Form" provided on the following pages is provided for reference or contractor use only and should not be included in the Technical Proposal. Pricing will be scored solely on the prices entered into the Cost Proposal Form/BidTable in the DFS Portal.*

SAMPLE COST PROPOSAL FORM

The Town of Dyer - Debris Removal and Disposal Services

Not all line items may be used. Quantities listed are estimates only. Not bidding on a proposed cost per unit may result in a proposal being deemed non-responsive. If intending to not charge for a service, please use \$0.00 vs leaving it blank.

This form is for reference only. Do not include in Technical Proposal.

#	Description	Unit	Proposed Cost per Unit	Estimated Qty	Extended Price (Proposed Cost x Est. Qty.)
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Debris Reduction Site (any distance)	CY		17,500	
2a	Ditches/Drainage Areas: Collection, Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (any distance)	CY		500	
3a	Limited Access Areas: Loading and Hauling of Eligible Vegetative Debris to Debris Reduction Site (any distance)	CY		500	
3b	Limited Access Areas: Collection, Loading and Hauling of Eligible C&D Debris to Debris Reduction Site (any distance)	CY		25	
4	Demolition of Structure (example: house, trailer, or building)	SF		1	
5	Collect, Load and Haul to Final Disposal of C&D. Tipping Fees not included (tipping fees either passed through with no markup or billed directly to the Town)	CY		500	
6	Collect, Load and Haul In of C&D from ROW to temporary site.	CY		500	
7	Load and Haul Out C&D from temporary site to final destination. Tipping fees not included . (tipping fees either passed through no markup or billed directly to the Town)	CY		263	
8	Clearing and preparation of each Debris Reduction Site.	EACH		1	
9	Operate Debris Reduction Site – Includes Segregation of Debris and Maintenance of Traffic within Site. Includes segregation and compliant storage of any hazardous waste and household hazardous waste that has been incidentally collected	CY		19,025	
10	Restoration and Closeout of each Debris Reduction Site.	EACH		1	

SAMPLE COST PROPOSAL FORM

The Town of Dyer - Debris Removal and Disposal Services

Not all line items may be used. Quantities listed are estimates only. Not bidding on a proposed cost per unit may result in a proposal being deemed non-responsive. If intending to not charge for a service, please use \$0.00 vs leaving it blank.

This form is for reference only. Do not include in Technical Proposal.

#	Description	Unit	Proposed Cost per Unit	Estimated Qty	Extended Price (Proposed Cost x Est. Qty.)
11	Reduction of Vegetative Debris at the Debris Reduction Site by Grinding/Chipping (Town will determine grinding, burning or combo both).	CY		18,500	
12	Reduction of Vegetative Debris at the Debris Reduction Site by Burning (Town will determine grinding, burning or combo both)	CY		18,500	
13	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from Debris Reduction Site (tipping fees separate)	CY		2,313	
14	Load, Haul, and Final Disposal of Reduced Vegetative Debris (Ash) from DRS to Landfill or location other than temporary burn site (includes any required spreading)	CY		1,850	
15	Spread ash to required standards at temporary debris site	CY		1,850	
16	Leaning/Hazardous Tree Removal, 4" and greater (Cut and Drop)	EACH		75	
17	Removal of Hanging Limbs (Hangers) (Per Tree) (Cut and Drop)	EACH		175	
18	Hazardous Stump Removal – 24" – 35"	EACH		5	
19	Hazardous Stump Removal – 36" – 48"	EACH		10	
20	Hazardous Stump Removal – Greater than 48"	EACH		2	
END OF LINE ITEMS					
Annual Cost % increase per fiscal year (if contract is extended)		_____ %			

Attachment 2: NON-COLLUSION DECLARATION

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct.

DFS Portal Confirmation / Declaration:

Do you confirm that you have read the Non-Collusion declaration and therefore declare under penalty of perjury under the applicable laws that the Non-Collusion Declaration is true and correct? (Y/N)

Attachment 3: CERTIFICATION REGARDING LOBBYING

The undersigned certifies that, to the best of their knowledge and belief, that:

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

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

DFS Portal Confirmation / Declaration:

Do you, the Contractor, confirm that you have read the Certification Regarding Lobbying form and certify or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. (True/False)

Attachment 4: FORM 200.321 AFFIRMATIVE STEPS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

The Town is required to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. If contractor uses subcontractors, they are also required to take the following affirmative steps:

1. Placing qualified enterprises on solicitation lists.
2. Assuring that enterprises are solicited whenever they are potential sources.
3. Dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DFS Portal Confirmation / Declaration:

Do you confirm that you have read the 200.321 Affirmative Steps Confirmation and agree to take the listed affirmative steps when using subcontractors. (Y/N)

**Attachment 5: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY and VOLUNTARY EXCLUSION**

Neither the entity or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

DFS Portal Confirmation / Declaration:

Do you confirm that neither the entity nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency? (Y/N)

Attachment 6: CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

To the best of our knowledge the bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project. [SELECT YES IF TRUE]

OR

The bidder, by attachment, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. [SELECT NO IF TRUE & UPLOAD DOCUMENTATION]

Failure to answer appropriately may result in disqualification of your bid.

DFS Portal Confirmation / Declaration:

Do you confirm that to the best of your knowledge the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project? (Y/N)

If answered no, documentation must be uploaded containing information regarding what may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

Attachment 7: DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned certifies that the responding firm has taken steps to :

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 proposed, a copy of the drug- free workplace statement.
4. In the statement specified in drug-free workplace statement, notify the employees that as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

DFS Portal Confirmation / Declaration:

Do you confirm that you have read the Drug-Free Workplace Affidavit and certify that the responding company complies fully with the listed requirements? (Y/N)

- *Upload the contractor's Drug Free Workplace Policy*