



REQUEST FOR PROPOSALS

for

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This RFP covers Franklin County along with the Municipalities and Special District. However, separate bid submittals are required. Each entity will conduct their own review and scoring and will enter into their own contract agreement with the selected company.

Franklin County Clerk of Courts

Attn: Jessica Gay, 33 Market Street, Suite 203, Apalachicola, FL 32320, phone: (850) 653-8861

City of Apalachicola

Attn: Leo Bebeau, 192 Coach Wagoner Blvd, Apalachicola, FL 32320, phone: (850) 653-9319

City of Carrabelle

Attn: Courtney Dempsey, 206 Hwy 98 E, Carrabelle, FL 32322, phone: (850) 697-3618

Dog Island Conservation District

Attn: Ray Appen, PO Box 14288, Tallahassee, FL 32317-4288, phone: (770) 527-4042

SUBMITTALS DUE: [07/16/2021 no later than 3:00pm EST]

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Section 1 – Purpose and Overview

Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District intend to enter into an agreement with a qualified contracting firm to provide services in preparation for natural disasters or other debris generating events. This RFP applies to Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District.

This RFP is to solicit competitive sealed proposals from qualified firms, businesses, or individuals for the provision of Disaster Debris Removal and Disposal Services to assist Franklin County, City of Apalachicola, City of Carrabelle, and Dog Island Conservation District here after referred to as “the Entities”, with Disaster Debris Removal and Disposal Services.

It is the intent and purpose of the Entities that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the Entities if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

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Section 2 – Instructions to Proposers

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, three (3) identical paper copies, and one (1) electronic copy in pdf format on CD or jump drive, in conformance with the detailed submittal instructions.

Proposals must be returned in a sealed envelope and delivered to the Following Entities no later than [07/16/2021] at [3:00pm] (EST).

Franklin County Clerk of Courts

Attn: Jessica Gay, 33 Market Street, Suite 203, Apalachicola, FL 32320, phone: (850) 653-8861

City of Apalachicola

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Dog Island Conservation District

Attn: Ray Appen, PO Box 14288, Tallahassee, FL 32317-4288, phone: (770) 527-4042

Proposals shall be sealed, and proposers should indicate on the outside of their proposal the following:

- (a) Request for Proposal Title
- (b) Date of Opening
- (c) Name of Proposer

Offers by telephone or email shall not be accepted. Also, proposers are instructed **NOT** to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

It is the sole responsibility of the proposer to ensure that his or her proposal reaches the above stated entities address by the deadline. Proposals received after the specified time and date shall be returned unopened. The time/date stamp clock located at each entity's facility shall serve as the official authority to determine lateness of any proposal. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Entity's Purchasing Policy.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly, and the names of all proposers shall be read aloud.

QUESTIONS REGARDING THIS RFP – Proposers shall not direct any queries or statements concerning their proposal to the Entity's/Municipality staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this RFP must be submitted in writing, to the Entity's Emergency Management Office Questions may be faxed to (850) 653-3643, emailed to [em3frank@fairpoint.net] no later than [07/09/2021] at [3:00pm] (EST) to the attention of [Pamela Brownell Director], referencing the RFP title in the subject line.

The Entity will utilize the Tallahassee Democrat to distribute information/specifications/addenda/result. It shall be the responsibility of the Proposer, prior to submitting their proposal, to visit the Entity's website to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

When appropriate, the Entity will issue an addendum to the RFP. The addendum will be available on SAM.gov and the Entity's website for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this RFP shall be considered binding. The Entity shall be bound by information and statements only when such statements are written and executed under the authority of the Entity.

It will be the responsibility of the proposer to contact the Entities prior to submitting an RFP response to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the Entity. No proposer or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposer's must contact the EM Representative, at the phone number or email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

AMENDMENT OF THE REQUEST FOR PROPOSALS – It is the proposer's responsibility to contact the Entity prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP.

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The Entity reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Proposer's Certification Form.

CORRECTION OF PROPOSALS – Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. After RFP opening, no changes shall be permitted.

WITHDRAWAL OF PROPOSALS – Proposals may be withdrawn by written request at any time prior to proposal opening by the Proposer. Negligence on the part of the Proposer in preparing the Proposal confers no right of

withdrawal or modification after the Proposal has been opened at the appointed time and place by the Entity. Any such withdrawn Proposal shall not be resubmitted.

OPENING OF PROPOSALS – Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Entity for the premature opening of a proposal not properly addressed and identified. Proposers or their authorized representatives are invited to be present at the opening of the proposals.

REJECTION OF PROPOSALS – The Entity reserves the right to reject any and/or all proposals when such rejection is in the best interest of the Entity.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS

- (a) Failure to update the information on file including address, product, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give an Entity’s employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Entity’s purchasing activity.
- (f) Other reasons deemed appropriate by the Entity’s Commissioners

NO LOBBYING – All Proposers are hereby placed on notice that the Entity’s Board of Commissioners, Employees/Staff, Members of the Evaluation Committee and all other listed government entities Council and Employees/Staff included in this RFP (with the exception of the Entity’s personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposer and their subcontractors, sub-Contractors, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

RIGHT TO PROTEST – Any Proposer affected adversely by an intended decision with respect to the award of any RFP shall file, with the Purchasing Department, a written notice of intent to file a protest in accordance with the Entity’s Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by the Entity shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the Entity. The proposer must meet all requirements for retaining public records and transfer, at no cost, to the Entity all public records in possession of the Proposer upon termination of this Agreement 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 Entity in a format that is compatible with the information technology systems of the Entity.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the proposer. The Entity assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the Entity bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

Section 3 – Terms and Conditions

GOVERNING LAWS/RULES/REGULATIONS – All Proposers shall hold all State, Federal, and Entity licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and Entity's.

RESERVATION OF RIGHTS – The Entity's reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Entity's, or to award a contract to the next most qualified proposer if the successful proposers do not execute a contract within thirty (30) days after approval of the selection by the Board of Entity's Commissioners or other competent authority.

Entity's reserves the right, and the Selection Committee has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of Entity's Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Entity's Purchasing Policy. Entity's reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

AVAILABILITY OF PERSONNEL – Personnel described in the proposal shall be available to perform the services as described. All personnel shall be, always, the employees, or agents of the Proposer, and not employees or agents of Entity's.

ASSIGNMENT OF CONTRACT – The selected Proposer may not make any assignments of their obligations resulting from this RFP without the prior written authorization of Entity's.

NON-EXCLUSIVITY OF CONTRACT – The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and Entity's reserves the right to seek similar or identical services elsewhere if deemed in the best interest of Entity's.

AGREEMENT – The selected Proposer shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

HOLD HARMLESS / INDEMNIFY – The Proposer agrees to indemnify and hold harmless the Entity's, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

- (a) In case of default, the Entity's may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract, inclusive of any lease extension costs on the current tower sites.

PATENT / COPYRIGHT HOLD HARMLESS – The proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposers shall, at their own expense, hold harmless and defend the Entity's BCC against any claim, suit, or proceeding brought against the Entity's, which is based on a claim, whether rightful or

otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the Entity's.

PUBLIC RECORDS – Pursuant to Section 119.0701(2), Florida Statutes, the Proposer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Proposer in conjunction with this Agreement. Specifically, the Proposer must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Entity's in order to perform the service, including but not limited to: correspondence, financial records, permits, and certifications; and
- (b) Provide the public with access to public records on the same terms and conditions that the Entity's would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (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; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Entity's all public records in possession of the Proposer upon termination of this Agreement 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 Entity's in a format that is compatible with the information technology systems of the Entity's.

In performing the requirements herein, the Proposer shall promptly provide the Entity's with a copy of any request to inspect or to copy public records in possession of the Proposer and consult with the Entity's to ensure the request is responded to in accordance with the law. The Proposer shall promptly provide the Entity's with a copy of the Proposer's response to each such request. Failure to grant such public access shall constitute a material default and the Entity's shall be entitled to terminate any Agreement and to pursue any other remedies against Proposer available in equity or at law.

FINANCIAL ABILITY – Every Proposer may be required to demonstrate financial stability as evaluated at the sole discretion of Entity's.

BINDING OFFER – A Proposer's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an RFP shall be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this RFP.

AUDITABLE RECORDS – The awarded proposer shall establish and maintain a reasonable accounting system, which enables ready identification of proposer's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The Entity's or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the proposer or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the proposer's subcontractors used to procure goods or services under the contract with the Entity's. Awarded Proposer shall ensure the Entity's has these same rights with subcontractor(s) and suppliers.

INDEMNIFICATION: (GENERAL LIABILITY) – The selected Proposer shall indemnify, hold harmless, and defend Entity’s and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses, or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the Proposer, or anyone performing any act required of Proposer in connection with performance of the agreement awarded pursuant to this RFP. These obligations shall survive acceptance of any goods and/or performance and payment therefore by Entity’s.

INDEMNIFICATION: (PATENT OR COPYRIGHT) – The selected Proposer shall indemnify and hold harmless, and defend Entity’s and their respective Boards of Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Proposer while providing services under this agreement.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

Entity’s is obligated only to the extent that funds are included in the Entity’s fiscal year budget. Should the Entity’s not include funds for this expense the Contract is null and void.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this RFP, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

PUBLIC ENTITY CRIMES – A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor 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 Proposer list.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Entity’s Board of Entity’s Commissioners. Further, all proposers must disclose the name of any Entity’s Board of Entity’s Commissioners employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer’s firm or any of its branches.

The proposer shall certify that he/she has not, either directly or indirectly, entered any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RSQ and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the same land or improvements.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city or Entity’s occupational license and any licenses required pursuant to the laws of Entity’s or the State of Florida. In furnishing the service or product to the Entity’s, the vendor shall comply with all federal, state and Entity’s rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes

may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and bid or quote.

CANCELLATION – The contract with the successful proposer may be terminated by the Entity’s without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The Entity’s may terminate the contract at any time because of the Contractor’s failure to perform in accordance with these specifications and applicable contract. The Entity’s may retain/withhold payment for nonperformance if deemed appropriate to do so by the Entity’s.

INSURANCE REQUIRED – Before execution of the contract by the Entity’s and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the Entity’s current certificates of all required insurance on forms acceptable to the Entity’s, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Entity’s.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Entity’s.

The vendor shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, always maintain in effect during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Entity’s.

Coverage	Minimum Amounts and Limits
Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each occurrence \$ 500,000 disease, aggregate \$ 100,000 disease, each employee
Commercial General Liability	\$1,000,000 General Aggregate \$1,000,000 Products-Comp.Ops Agg \$ 500,000 Each Occurrence \$ 100,000 Fire Damage \$5,000 Medical Expense
Automobile Liability (owned, hired and non-owned). Option of split limits:	\$1,000,000 Combined Single Limit
(1) Bodily Injury	\$500,000 per Person \$1,000,000 per Accident
(2) Property Damage	\$500,000
Professional Liability (when applicable)	\$1,000,000 per claim \$1,000,000 per aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Entity's and shall include Entity's its officers and employees, as additional insured, as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the Entity's shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Contract with the Entity's, Contractor shall furnish Entity's with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Entity's BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Entity's, except that in the event of cancellation for nonpayment of premium the Entity's shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The Entity's will not maintain any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor.

None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Entity's.

Notices, in original and one copy of cancellation, termination and alteration of such policies shall also be provided to the agent of the Entity's.

COMPLIANCE WITH 44 CFR and 2 CFR PART -200

Services required may include, but not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the Entity's and any federal, state, or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes, and ordinances:

Code of Federal Regulations, 44 CFR

- 44 CFR part 13 - UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

44 CFR is available online at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title44/44cfr206_main_02.tpl

Code of Federal Regulations, 2 CFR CHAPTER II, PART 200 et.al.

The Contractor must provide compliance with Super Circular “2 CFR Chapter II, Part 200 et. -al” and any future amendments.

- 2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
- 2 CFR Part 215 – FEMA UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-110)
- 2 CFR Part 220 - COST PRINCIPLES FOR EDUCATIONAL INSTITUTIONS (OMB CIRCULAR A-21)
- 2 CFR Part 225 - COST PRINCIPLES FOR STATE, LOCAL, AND INDIAN TRIBAL GOVERNMENTS (OMB CIRCULAR A-87)
- CFR Part 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122)

2 CFR is available online at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

Additional provisions have been required by Federal awarding agencies that must be included in all contracts involving Federal funds covering the following, as applicable:

1. Suspension and debarment (§200.213)

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

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

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

(b) Affirmative steps must include:

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

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

3. Procurement of recovered materials (§200.322)

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

4. Equal Employment Opportunity Clause (§60-1.4)

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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

6. Rights to Inventions Made Under a Contract or Agreement.

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

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Contracts and subgrants of amounts more than \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

9. Compliance with the Copeland "Anti-Kickback" Act

- (a) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (b) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Additional Administrative, Contractual, or Legal Provisions

10. Cancellation

The solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the solicitor. In addition to all other legal remedies available, the solicitor reserves the right to cancel and obtain from another source, any services which have not been provided within the required period or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the solicitor.

11. Failure to Deliver

In the event of failure of the Contractor to deliver the goods and services in accordance with the contract terms and conditions, the solicitor may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the solicitor for a maximum of three (3) years. These remedies shall be in addition to any other remedies that the solicitor may have available.

12. Litigation/Waiver of Jury Trial

This Contract shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over the solicitor. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

13. Termination

(a) Termination for Default:

The solicitor may, by written notice to the Vendor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor fails to:

- 1) Provide products or services that comply with the specifications herein or fails to meet the solicitor's performance standards.
- 2) Deliver the supplies or to perform the services within the time specified in this contract or any extension.
- 3) Make progress so as to endanger performance of this contract.
- 4) Perform any of the other provisions of this Contract.

(b) Prior to termination for default, the solicitor will provide adequate written notice to the Vendor through the Purchasing Director affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor in accordance with the solicitor's Procurement Ordinance. The Vendor and its sureties (if any) shall be liable for any damage to the solicitor resulting from the Vendor's default of the Contract. This liability includes any increased costs incurred by the solicitor in completing Contract performance.

(c) In the event of termination by the solicitor for any cause, the Vendor will have, in no event, any claim against the solicitor for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the solicitor the Vendor shall:

- 1) Stop work on the date and to the extent specified.
Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
Transfer all work in process, completed work, and other materials related to the terminated work as directed by the solicitor.
- 2) Continue and complete all parts of that work that have not been terminated.

(d) If the Vendor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor, the Contract shall not be terminated for default. Examples of

such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

- (e) Termination for Convenience: The solicitor, by written notice, may terminate this Contract, in whole or in part, when it is in the solicitor's interest. If this Contract is terminated, the solicitor shall be liable only for goods or services delivered and accepted. The solicitor Notice of Termination may provide the Vendor ninety (90) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

14. **Unsatisfactory Work**

If, at any time during the contract term, the service performed or work done by the Contractor is considered by the solicitor to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by the solicitor, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the solicitor shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. Notwithstanding the above, the solicitor reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Contractor of the intention to cancel.

Additional FEMA Requirements.

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- **Changes**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured

- **Access to Records.**

The following access to records requirements applies to this contract:

- a) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

- **DHS Seal, Logo, and Flags**
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- **Compliance with Federal Law, Regulations, and Executive Orders**
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives
- **No Obligation by Federal Government.**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
- **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract

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Section 4 – Special Conditions

This is an RFP issued by the Entity's Board of Commissioners on behalf of the governmental entities: Entity's Board of Commissioners, and the following unincorporated areas for Disaster Debris Removal Services.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the Entity's to enter contract(s) for the approximate duration of two (2) years. This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in the Contract.

AWARDS – Results from the evaluation committee will be considered by the Entity's Board of Entity's Commissioners at the earliest possible regular meeting after the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the Entity's Purchasing Policy.

The Entity's Board of Entity's Commissioners reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the Entity's.

The Entity's does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, bid or quote for purchase of services and goods by Entity's.

QUALIFICATIONS – The Entity's reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFP.

Qualified vendors shall have the machinery, manpower, experience, and financial stability to complete the scope of work of this proposal. If you have other contracts like this, the contractor must ensure that adequate resources will be provided when a Notice to Proceed is given.

VENDOR'S PRODUCT OR SERVICES – The vendor's product (if applicable) delivered to the Entity's shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the Entity's as determined by the Entity's.

The vendor shall provide the Entity's with any data, reports or other information as required and requested by the Entity's to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product to the Entity's, the vendor shall comply with all federal, state, and Entity's laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, bid or quote.

SUBCONTRACTORS – Proposers shall list all proposed subcontractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade, or commodity) and proposed percentage of work.

CODE OF CONDUCT – Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the Entity’s Board of Commissioners upon request.

SOCIOECONOMIC CONTRACTING – In compliance with 44 C.F.R. § 13.36 (e) the Entity’s Board of Entity’s Commissioners encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PERFORMANCE AND PAYMENT BOND – The Contractor shall furnish to the Entity’s, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials, and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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Section 5 – Proposal Submittal and Requirements

Proposals shall include all the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide one (1) original, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD and all attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and spiral bound in the following order:

TABLE OF CONTENTS

TAB A – STATEMENT OF INTEREST AND INTRODUCTION

The responding firm (or the lead firm if sub-Contractors are proposed) will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal.

TAB B – EXPERIENCE

List in detail previous five (5) years' experience of direct or relevant projects completed that are the same or like the magnitude for this RFP, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions.

The proposer shall include a statement that they will meet all program standards as provided for in the guides:

- FEMA "Debris Management Guide"
(<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)

TAB C – FINANCIAL INFORMATION

All proposers shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

TAB D – REFERENCES

Provide three (3) references (DO NOT include Entity's) of the same or similar magnitude to this RFP request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type, and value. Reference information must be current and verified by the proposer prior to submittal. If references cannot be reached using the information provided, proposer will receive 0 (zero) evaluation points for that reference.

TAB E – PROPOSAL MATRIX:

Provide a thorough description of the project approach and a list of costs associated with personnel with your proposal. Please specifically identify any added value benefits (pro bono publico) related to Debris Removal, removal or planning that your firm will provide to the Entity's.

TAB F – LICENSES

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

TAB G – INSURANCE

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB H – REQUIRED DOCUMENTS

Include all required Entity's forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Proposal Submittal Checklist
- Proposer's Certification form
- Addendum Acknowledgement
- Drug Free Workplace
- Sworn Statement on Public Entity Crimes
- Affidavit of Non-Collusion and of Non-Interest of Entity's Employee
- Professional References
- MWBE Participation Statement
- Vendor Information and W-9 Form
- Unit Cost Fee Rate Schedule

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Section 6 – Evaluation of Proposals

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

CRITERIA	WEIGHT
Project Approach (Methodology)	(10 points)
Experience on Similar Projects	(15 points)
Company/Firm/Key Principle Qualifications and Capabilities	(20 points)
Qualifications and Abilities of Professional Personnel	(15 points)
Client References for Similar Projects	(15 points)
Price	(20 points)
Quality of Submittal Package	(5 points)
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations. The Entity’s reserves the right to alter dates as needed.

Deadline for Proposal Questions [07/09/2021 no later than 3:00pm EST]

Proposal Due Date [07/16/2021 no later than 3:00pm EST]

SELECTION PROCEDURE – The proposals received will be evaluated by qualified personnel of Entity’s. The Selection Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Selection Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Selection Committee, at its discretion, may request oral, written, or visual presentations from; conduct interviews with; or conduct visits to the office, facilities, or projects of the Proposers it selects from among those submitting Proposals.

If the Selection Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place, and time for that meeting, and then establish the order of presentations or interviews before adjourning. The Entity’s Office shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Selection Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluations, the Selection Committee shall report its recommendations and order of preference (final ranking) to the Board of Entity's Commissioners.

PROPOSAL EVALUATION – Entity's shall be the judge of its own best interests, the proposals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to Entity's.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs like the governmental entities.

Entity's reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The Entity's reserves the right to conduct investigations as deemed necessary by the Entity's to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. Entity's is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

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Section 7 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued by the Entity’s Board of Commissioners on behalf of the governmental entities: Entity’s Commissioners, Entity, and the unincorporated areas.

Entity’s is seeking proposals from qualified firms to assist the Entity’s with Disaster Debris Removal and Disposal Services.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractor(s) who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA regulations. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal operations according to all applicable rules and regulations.

It is also the intent to secure the services of one or more additional similarly experienced firm to supplement the primary firm. This Contractor will supplement debris removal and disposal, if in the opinion of Entity’s, the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through Entity’s and the Debris Monitoring Contractor. Selected contractors will be expected to complete services in less the 120 days when possible. Entity’s will give preference to companies who can meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act.

DEFINITIONS:

- CONTRACTOR or Contractor – the successful proposer(s)
- DEBRIS MANAGEMENT TEAM – The team staffed by Entity’s, Debris Monitoring Contractor, and the CONTRACTOR.
- DEBRIS MONITORING CONTRACTOR – A Contractor retained by the Entity’s to manage administrative aspects of the recovery process including processing FEMA submittals.
- DEBRIS – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.
- FEMA – Federal Emergency Management Agency
- FHWA – Federal Highway Administration
- FDEM – Florida Division of Emergency Management
- TDSRS – Temporary Debris Staging and Reduction Sites

INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT:

- When a major disaster occurs or is imminent, Entity’s will contact the firm(s) holding Debris Removal and Disposal Contracts to advise them of the Entity’s intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, rights-of-way, municipal properties and facilities, and other public sites, unless otherwise directed.
- In preparation for an imminent storm strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Entity’s.
- The Entity’s upon contacting the contractor will issue a Notice to Proceed or a purchase order and work order assignment. The issuance of the purchase order will allow the contractor to begin pre-storm

preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with Entity's Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

- The Contractor shall have a maximum of 24 hours from notification by the Entity's to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Management of debris will be at the Entity's or the contractor's approved TDSRS or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris- reduction by-products generated at all TDSRS.

HOUSEHOLD HAZARDOUS WASTE:

- Eligible Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be picked up and disposed of by the contractor. Entity's will designate HHW drop-off locations.
- The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The CONTRACTOR is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the CONTRACTOR, if qualified, or a qualified Sub-Contractor.
- Putrescible garbage will be collected by Entity's or commercial waste haulers and is not to be collected or transported by CONTRACTOR forces unless the garbage is part of a mixed waste stream including debris from the disaster.

DEAD ANIMALS:

- Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the CONTRACTOR to remove and dispose of under this contract. "ANIMAL CONTROL AND LOCATION" will accept dead animals and have them transported to "LOCATION". If the Service Center cannot accept dead animals because they cannot be properly stored, the contractor will have the responsibility to transport the dead animal to the "LOCATION" landfill.

RELATIONSHIP BETWEEN DEBRIS MONITORING CONTRACTOR AND DEBRIS REMOVAL CONTRACTOR:

The Entity's Debris Monitoring Contractor and/or Entity's Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Contractor is crucial to the success of the response operation. Therefore, each proposal shall address their ability to work with different accounting and tracking systems.

Prior to the beginning of each hurricane season, the successful contractor(s) will meet with the Entity's and the Debris Monitoring Contractor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually.

For “Event Types” that require Temporary Debris Staging and Reduction Sites (TDSRS) the contractor shall be available for technical assistance to determine which pre-approved TDSRS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task the result will be a map of the various sites and a basic operation plan for each site.

POTENTIAL SCENARIOS:

EVENT TYPE 1: SPOT JOBS – LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting government resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY/ ENTITY’S WIDE

In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that government land may be provided for temporary storage. Any government land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.

EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR CITY/ENTITY’S WIDE

In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated by a government agency or contractor. This event type may require the development and operation of TDSRS. Any government property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY /ENTITY’S WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) designated by a government agency or contractor. This event type may require the development and operation of TDSRS. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any government property provided shall be reclaimed at the conclusion of the work.

EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY /ENTITY’S WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites designated by government agencies. Any government land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY/ENTITY’S WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed TDSRS Entity's wide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the government agency. Any government property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

STATEMENT OF WORK:

The qualified firm(s) will develop and present the scope of services, meeting the Entity's needs. The work to be undertaken includes, but is not limited to the following:

- DEBRIS REMOVAL
 - Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the Entity's. In this role the contractor will perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the roadway. The Entity will determine route priorities for this push. Additionally, in preparation for an eminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into Entity's. The Entity's will designate roadway priorities for this push.
 - Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by Entity's. It may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the Entity's and the Debris Monitoring Contractor.
 - Debris Removal from Private Property – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. Should an imminent threat to life, safety, and health to the public be present on private property, the Contractor, as directed by the Entity's, will accomplish the removal of debris from private property, to include private roadways.
 - Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW or private property to an Entity's approved TDSR site or Entity's designated final disposal site.
 - Eligible Demolition, Removal and Transportation of Structures - Work consists of the demolition of structures on public property or private property, obtaining necessary permits and hauling the resulting debris to an Entity's designated final disposal site.
 - Removal of Eligible Hazardous Trees and Limbs - Work consists of removing Eligible hazardous trees and limbs and placing them on the safest possible location on the Entity's ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal.

- Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of removal, transportation, and disposal of Eligible household hazardous waste. (HHW).
- Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the Entity's and subsequently transported to an Entity's approved staging area.
- White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.
- Eligible E-waste Item Removal – Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the Entity's.
- Eligible Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.
- Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the Entity's. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size. GPS X and Y coordinates are required for reimbursement by FEMA.
- Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the Entity's.
- Canals, Streams and Conservation Areas – The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways.
- **DEBRIS PROCESSING:**
 - Temporary Debris Staging and Reduction Site (TDSRS) – The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Entity's will designate the TDSRS to be activated. The contractor and the Entity's will jointly select these sites, at the beginning of each hurricane season. Preparation, maintenance, and operation of these TDSRS facilities are entirely the Contractor's responsibility.
 - Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the Entity's. At the Entity's

discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

- **TDSRS Debris Removal Operations Plan and Environmental Protection Plan** – This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.
- **Three (3) copies of the plan are required.** The plan shall be drawn to a scale of 1" = 50' and address following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
 - Location of existing structures or sensitive areas requiring protection
 - Restoration of Site
- **All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.** Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the Entity's. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods, and hazardous waste.
- **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the Entity's is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.
- **Permitting** – The Contractor shall maintain responsibility for all required permitting.
- **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards, and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Monitoring Contractor needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.
- Assist Debris Monitoring Contractor in the following:
 - Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.

- Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
 - Make sure load is properly secured for transport.
 - Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable.
 - Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
 - Maintain manifest tickets in an organized manner for proper record review and storage.
 - Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
 - Document location of origin of debris.
 - Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
 - Remain in contact with the central office/staging operation command center.
 - Perform other duties as directed by Entity’s personnel, e.g., conduct final inspections and issue closeout reports.

- **DOCUMENTATION AND RECORDS:**
 - Documentation and Inspections
 - Storm debris shall be subject to inspection by the Entity’s and their Debris Monitoring Contractor. Inspections will be to ensure compliance with the contract and applicable local, State and Federal laws.

 - The Contractor will, always, provide the Entity’s access to all work sites and disposal areas. The Contractor and Debris Monitoring Contractor will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Monitoring Contractor will coordinate data collection and information management systems, including but not limited to:
 - Prepare detailed estimates and submit to FDEM, FHWA and FEMA for use in Project Worksheet preparation.

 - Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.

 - Provide daily, weekly, or other periodic reports for Entity’s managers and the Debris Monitoring Contractor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

 - The Contractor shall provide all requested information to the Debris Monitoring Contractor that is necessary for proper documentation. Entity’s staff shall review all

documentation prior to submittal. The Contractor will work closely with the FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Monitoring Contractor will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

- Documentation and Recovery Process – The Contractor will provide the following assistance in addition to debris removal:
 - Recovery process documentation – create recovery process documentation plan
 - Maintain documentation of recovery process
 - Provide written and oral status reports as requested to Entity’s Debris Monitoring Contractor
 - Review documentation for accuracy and quantity
 - Assist in preparation of claim documentation.
- TDSRS Site Reclamation – Site reclamation shall be accomplished in accordance with all Federal, State, and local laws, standards, and regulations. Site reclamations shall be accomplished in accordance with the Contractor’s Debris Removal Operations Plan and Environmental Protection Plan, as approved by The Entity’s.
- **WORK AREAS:**
 - **Work Areas** – The Entity’s will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, private properties/accesses and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt, re-vegetation and grading may be required to achieve the desired condition.
 - **Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only unless otherwise authorized by the Entity’s. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk unless otherwise authorized by the Entity’s. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to Entity’s approval. Entity’s approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.
 - **Priority of Work Areas** – The Entity’s will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Entity’s. Such determination will not be unreasonably withheld.

- **Safety** – The Contractor shall have always at least one Safety Officer on duty. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Florida Department of Transportation Maintenance of Traffic Standards (FDOTMOT). All work zones shall conform to FDOTMOT Standards, and all work sites/conditions shall conform to all applicable Federal, State, and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

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Section 8 – Required Forms

PROPOSAL SUBMITTAL CHECKLIST

- _____ Proposer’s Certification
- _____ Addendum Acknowledgement
- _____ Drug-Free Workplace Certificate
- _____ Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Affidavit of Non-Collusion
- _____ Professional References
- _____ MWBE Participation Statement
- _____ Vendor Information
- _____ W-9 Form
- _____ Unit Cost Fee Rate Schedule

Submission of one (1) original marked “ORIGINAL”, five (5) identical paper copies, and one (1) electronic copy in pdf format on CD.

BY:

Bidder

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

PROPOSER’S CERTIFICATION

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days to allow the Entity’s adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the proposal.

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

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Entity’s Board of Entity’s Commissioners or of any other proposer interested in said RFP; and 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.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: I take **NO** exceptions. **Exceptions:**

NAME OF BUSINESS	MAILING ADDRESS
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of ___, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined this Request for Proposal (RFP) which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____
Addendum # _____ Date: _____ Addendum # _____ Date: _____

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(Print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein”.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned Entity's, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or Contractor, nor any officer, director, executive, partner, shareholder, employee, member, or agent who is active in the management of the Offeror or Contractor, nor any affiliate of the Offeror or Contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or Contractor who is active in the management of the Offeror or Contractor or an affiliate of the Offeror or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY'S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF ENTITY’S EMPLOYEES

_____, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Entity’s Board of Entity’s Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

STATE OF FLORIDA
ENTITY’S OF _____

The foregoing instrument was acknowledged before me this ___ day of __, 20___ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

MWBE PARTICIPATION STATEMENT

Note: The Contractor is required to complete the following information and submit this form with the proposal.

Project Description: _____

Contractor Name: _____

This Contractor (is____) (is not__) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s):_____%

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Contractors are as follows:

DBE Sub-Contractor	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

VENDOR INFORMATION

(Please attach a current W9 Form)

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____ (Explain)

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

This document must be completed and returned with your Submittal

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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) =	
	<input type="checkbox"/> Other (see instructions) =	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is 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.

Social security number								

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

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here	Signature of U.S. person =	Date =
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

This document must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MOBILIZATION AND DEMOBILIZATION</u>	L.S.	

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY</u>		
Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	
Bucket Truck - 50 Ft.	Hour	
Bucket Truck - 50' to 75'	Hour	
Chipper w/2-man Crew	Hour	
Crane - 100 Ton (8 Hr. Minimum)	Hour	
Crane - 50 Ton	Hour	
Crane 30 Ton or larger	Hour	
Dozer -D-6 or equivalent	Hour	
Dozer-CAT D4 or equivalent	Hour	
Dozer-Cat D8 or equivalent	Hour	
Dump Truck - 5 CY	Hour	
Dump Truck - Trailer, 50-80 cubic yard	Hour	
Dump Truck-Tandem, 14-18 cubic yard	Hour	
Dump Truck-Trailer, 24-40 CY	Hour	
Dump Truck-Trailer, 41-60 CY	Hour	
Dump Trailer w/Tractor, 30 to 40 CY	Hour	
Dump Trailer w/Tractor, 41 to 50 CY	Hour	
Dump Trailer w/Tractor, 51 to 60 CY	Hour	
Dump Truck - 10 to 15 CY	Hour	
Walking Floor Trailer w/Tractor, 100CY	Hour	
Equipment Transports	Hour	
Excavator - Cat 320 or equivalent	Hour	
Excavator - Cat 325 or equivalent	Hour	
Excavator - Cat 330 or equivalent	Hour	
Excavator - Rubber Tired with debris grapple	Hour	

This document in its entirety must be completed and returned with your Submittal

Unit Cost Fee Rate Schedule (Page 2 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Farm Tractor w/Box blade	Hour	
Feller Bunchers 611 Hydro-Ax or equivalent	Hour	
Forklift - Extends Boom with debris grapple	Hour	
Jetter Vac Truck	Hour	
Loader - Bobcat, 753 or John Deere 648-E with debris grapple or equivalent	Hour	
Loader - Front End, 544 or equal with debris grapple or equivalent	Hour	
Loader - Knuckle boom -216 Prentice or equivalent	Hour	
Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	
Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	
Loader - Skid Steer-753 Bobcat w/Bucket or equivalent	Hour	
Loader - Steer-753 Bobcat Skid with Street Sweeper or equivalent	Hour	
Loader - Towed w/Tractor, Prentice 210 or equivalent	Hour	
Loader - Wheel JD 644, or equivalent, with debris grapple or equivalent	Hour	
Loader - Wheel, Cat 955 or equivalent	Hour	
Loader - Wheel, Cat 966 or equivalent	Hour	
Loader - Wheel, JD 644, 2-3 CY Articulated w/Bucket or equivalent	Hour	
Log skidder-JD 648E, or equivalent	Hour	
Motor Grader-CAT 125 - 140HP or equivalent	Hour	
Pickup Truck - Unmanned	Hour	
Portable Light Plant	Hour	
Power Screen	Hour	
Loader-Self, Scraper CAT 623 or equivalent	Hour	
Stacking Conveyor	Hour	
Stump Grinder/ Vermeer 252 or equivalent	Hour	
Street Sweeper	Hour	
Sweeper – open air broom	Hour	
Track hoe 690 J.D. or equivalent	Hour	

Unit Cost Fee Rate Schedule (Page 3 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>EMERGENCY ROAD CLEARING AND REMOVAL OF DEBRIS FROM THE PUBLIC RIGHT-OF-WAY (CONTINUED)</u>		
Truck - 1 ton Pickup	Day	
Truck - 1/2-ton Pickup	Day	
Truck - 3/4-ton Pickup	Day	
Truck - 6 Wheel Drive Heavy Off Roads	Hour	
Truck - Box	Day	
Truck - Service	Hour	
Truck - Supplies	Hour	
Truck - Water	Hour	
Utility Van	Day	
Other (List)		
Other (List)		
Other (List)		

Unit Cost Fee Rate Schedule (Page 4 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>DEBRIS REMOVAL SERVICES</u>		
Debris Removal from Event Site and Hauling to DMS 0-30 Miles.	CY	
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 0-30 Miles.	CY	
Debris Removal from Event Site and Hauling to DMS 31-60 Miles.	CY	
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 31-60 Miles.	CY	
Debris Removal from Event Site and Hauling to DMS 61+ Miles.	CY	
Debris Removal from Event Site and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	
Debris Removal from DMS and Hauling to Landfill or Final Disposal Site* 61+ Miles.	CY	
White Goods removal, segregation, and disposal at approved location*	Item	
HAZWASTE removal, segregation, and packaging at DMS for disposal by others	Pound	
Freon Management, Recycling and Disposal*	Per unit	
Carcass Removal, Transportation and Disposal* (Removal of debris that will decompose such as animals or organic)	Pound	
Waterway Debris Removal <i>Debris removal from canals, rivers, creeks, streams & ditches</i>	CY	
Sand Collection and Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rock</i>	CY	
Vessel Removal	Unit	
Demolition of Private Structure	CY	
Vehicle Removal	Unit	
Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computer monitors and televisions</i>	Unit	
Biowaste Removal of waste capable of causing infection to humans <i>(Animal waste, human blood, pathological waste)</i>	Pound	

*NOTE: Contractor will pay tipping fee or other disposal fee at final disposal site(s) and charge the Entity at cost. All final disposal sites must be approved by Entity.

Unit Cost Fee Rate Schedule (Page 5 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>TREE OPERATIONS, INCLUDING HAULING</u>		
Hazardous Trees Removal 6" diameter to 12" diameter	Tree	
Hazardous Trees Removal >12" diameter to 24" diameter	Tree	
Hazardous Trees Removal >24" diameter to 36" diameter	Tree	
Hazardous Trees Removal >36" to 48"	Tree	
Hazardous Trees Removal >48" +	Tree	
Hazardous Limbs Removal >2"	Tree	
Hazardous Stumps Removal >24" – 36"	Stump	
Hazardous Stumps Removal >36" – 48"	Stump	
Hazardous Stumps >48" +	Stump	
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MANAGEMENT AND REDUCTION</u>		
Grinding <i>Grinding/chipping vegetative debris</i>	CY	
Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	CY	
Open Burning <i>Opening burning vegetative debris</i>	CY	
Compacting <i>Compacting vegetative debris</i>	CY	
Debris Management Site Management <i>Preparation, management, and segregating at debris management site</i>	CY	

Tipping Fees at Franklin County Landfill

Vegetation \$45.00/TON

All Other Debris \$65.00/TON

Unit Cost Fee Rate Schedule (Page 6 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>FINAL DISPOSAL</u>		
Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass-through amount for vegetative</i>	CY	
Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass-through amount for mix</i>	CY	
Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass-through amount for C&D</i>	CY	

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>MISCELLANEOUS EQUIPMENT & SERVICES</u>		
Hay bales	Each	
Staked Silt Fence	LF	
Fill Dirt	CY	
Tree Protection, as required	LF	
Dewater, as required	Hour	
Bagged Ice, 50/100 lbs.	per	
Bottled Water, Palletized Truck Load	Lb.	
Bulk Water, Tanker	Gal	
Water Tanker for Bulk Water, Tanker	Gal	
Light Tower w/Generator	Day	
Office Trailer, 40 ft	Day	
Portable Toilet, Single	Day	
Portable Toilet, Single	Week	

Unit Cost Fee Rate Schedule (Page 7 of 7)

DESCRIPTION OF SERVICE	UNIT	UNIT COST
<u>PERSONNEL RATES</u>		
Traffic Control Personnel	Hour	
Laborer	Hour	
Survey Person w/Truck	Hour	
Inspector w/Vehicle	Hour	
Chainsaw w/Operator	Hour	
Foreman w/Truck	Hour	
Superintendent w/Truck	Hour	
Climber w/Gear	Hour	
Mechanic w/Truck and Tools	Hour	
Ticket Writers / Individual	Hour	
Clerical / Individual	Hour	
Program Management Services – Professional	Hour	
Program Management Services – Administrative	Hour	
Other (List)	Hour	
Other (List)	Hour	
Other (List)	Hour	

Section 9- Sample Contract

Entity's Non-exclusive Contract for Debris Removal and Disposal Services

THIS CONTRACT, including Attachment A (Submitted Proposal for Entity's RFP Debris Removal, dated [date]), is made this the ___ day of _____, 2021, by and between [Vendor Name] (herein referred to as "**Contractor**") and the **Entity of Franklin** a political subdivision of the **State of Florida** (herein referred to as "Entity").

RECITALS

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of Entity's plus recovery Technical Assistance to the appointed and elected officials resulting from a future storm or manmade event; and

WHEREAS, Entity's has in the past suffered the full force and effects of major storms and the resulting destruction brought upon Entity's by such storms or manmade disasters; and

WHEREAS the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS the immediate economic recovery of Entity's and its citizens is a major concern and the primary priority for recovery; and

WHEREAS the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS [Vendor Name]. has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS Entity's and the [Vendor Name]. have agreed to the Scope of Services, prices, terms, and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 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 (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to 1) That which is determined to eliminate immediate threats to life, public health, and safety; 2) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public-school properties, including any other locally owned facility or site as may be directed by the Entity's. Contracted services will only be performed when requested and as designated by the Entity's. **Franklin County's Contract excludes Cities and non-public properties.**

The Contractor shall load and haul the debris from within the legal boundaries of the Entity's to a site(s) specified by the Entity's as set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the Entity's. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the Entity's when directed to do so by the Entity's. The Contractor shall use reasonable care not to damage any Entity's or private property not already damaged by the storm event. Should any property be damaged due to negligence on the part of the Contractor, the Entity's may either bill the Contractor for the damages or withhold funds due to the Contractor.

1.4 Demolition of Structures (if implemented by Entity's):

The Contractor will remove structures designated for removal by and at the direction of the Entity's. The Contractor agrees to remove in a timely manner all structures as determined by the Entity's as set out in Section 1.1 of this Contract.

1.5 Private Property Waivers: Entity's excludes private property.

1.6 Disaster Recovery Duty Performance:

The Contractor will perform disaster recovery duties to assist appointed officials within the Entity's. This service may include Debris Program assistance as required by the Entity's. This is the concept of complete recovery support where the Contractor would assist a local government applicant on aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the Entity's officials.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the 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 Contract documents or meeting the approval of the Entity's may be rejected without costs. Replacements and/or rework, as required, will be accomplished at no additional cost to the Entity's.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the Entity's, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor will utilize the service of local subcontractors, where feasible, and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Entity's. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Entity's.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the Entity's from and against any and all liabilities, suits, actions, legal proceedings, claims demand, damages, costs, and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effective during the term of this Contract. The Contractor must also name the Entity's, as additional insured, while working within the boundaries of the Entity's.

2.3.4 Worker's Compensation:

- ◆ As required by law.

2.3.5 Automobile Liability:

- ◆ As required by law.

2.3.6 Comprehensive General Liability:

- ◆ **As required by law.**

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the Entity's at least thirty (30) days in advance of cancellation, non-renewal, or adverse change to the required insurance. New certificates of insurance are to be provided to the Entity's at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Representative report to the Entity's designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within **72** hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished using hand labor.

3.5.1 Extensions (optional):

In as much as this is a "time is of the essence" based Contract; the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the Entity's, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the Entity's and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for two (2) consecutive years, beginning on the date of acceptance by and signatures of the Entity's and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for one year after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed on an annual basis, at which time amended unit costs may be submitted by the Contractor to the Entity's to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s). **The Entity's shall have the right to refuse amendments unilaterally and such refusal shall be final.**

3.8 Contract Termination:

This Contract shall terminate upon **30** days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The Entity's 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.

4.2 Entity's Obligations:

The Entity's shall furnish all information and documents necessary for the commencement of contracted services. **Any written Notice to Proceed received by contractor from the primary point of contact form the Entity's shall be valid.** A representative will be designated by the Entity's to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed. The Entity's is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the Entity's with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting of all operations in a satisfactory level of workmanship. The Contractor shall exhibit respect for the citizens and their individual private properties. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the Entity's Authorized Representative shall be as binding as if given to the Contractor.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The Contractor shall acknowledge 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.

4.7 Ownership of Debris (optional):

The Entity's will decide at what stage to relinquish ownership of debris, including regulated hazardous waste, to the Contractor for removal and lawful final disposal to its legal final location. The debris will consist of, but not limited to vegetative, construction and demolition, white goods, and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the Entity's, the Contractor shall be responsible for determining and executing the method and manner for lawful final disposal of all eligible debris, including regulated household hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the Entity's and Contractor. Other sites may be utilized as directed and/or approved by the Entity's.

5.0 GENERAL TERMS AND CONDITIONS

5.1

The geographic boundary for work by the Contractor's crews shall be as directed by the Entity's and will be limited to properties located within the Entity's legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the Entity's and/or unscheduled passes of each area impacted by the storm event. The Entity's 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 Entity's.

5.3 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 Entity's. Should operation of equipment be required outside of the public ROW, the Entity's will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the Entity's a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Entity's and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the Entity's.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 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 site(s), the 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. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Workdays/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted from 24 hours a day, seven days per week. Adjustments to workdays and/or work hours shall be as directed by the Entity's following consultation and notification to the Contractor.

5.9 Household Hazardous Wastes:

The Contractor shall set aside and reasonably protect all household hazardous waste encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate, and

maintain a Household Hazardous Waste Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the Entity's.

5.10 Stumps:

All hazardous/eligible stumps identified by the Entity's will be pulled, loaded, transported, stored, reduced, and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced, and paid in accordance with Section 7 of this Contract.

5.11 Utilizing Local Resources:

The Contractor shall, to every extent possible, give priority to utilizing resources within the Entity's. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 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 Entity's and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the Entity's or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state, and local laws. The Entity's will, always, 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.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms: Subject to 7.6.1

The Entity's shall accept the serialized original load ticket produced by the Entity's monitoring representative as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s). **The Entity's reserves the right to challenge the Contractor's accounting system.**

6.2 Reports:

The Contractor shall submit periodic, written reports to the Entity's as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed, and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers, and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the Entity's.

6.2.3 Report(s) Delivery:

The scheduling point of delivery and receiving personnel for the debris operations report(s) will be directed by the Entity's in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the Entity's, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the Entity's. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Entity's and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may be required by the Entity's and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state, and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the Entity's, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 Debris Removal, Processing and Disposal

In accordance with submitted proposal

7.2 Hourly Equipment, Labor and Materials

In accordance with submitted proposal

7.3 Stump Conversion Table

In accordance with submitted proposal

7.4 Billing Cycle:

The Contractor shall invoice the Entity's on a biweekly basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The Entity's agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days. The Entity's will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the Entity's and/or Government as ineligible debris unless otherwise authorized.

7.6.1 Debris Eligibility:

Notwithstanding anything to the contrary in this contract, it is understood and agreed that Entity's obligations under this contract shall be limited to, and not exceed, the dollar value of hurricane debris which Entity's finally determines to be qualified for payment under this contract (Hereinafter "qualified debris"). Entities shall only pay the contractor for qualified debris according to the reimbursement rates as determined by standards as provided hereinafter. Furthermore, the parties agree that Entity's obligation to pay for hurricane debris that Entity's finally determines does not qualify for reimbursement shall be limited to a maximum of \$10,000.00, regardless of the actual value of such non-qualifying debris. The standards for eligibility as provided herein shall be used by Entity's in determining eligibility. To the extent there is a conflict between the other terms of this contract and such standards, the standards shall prevail.

For example: \$1,000,000.00 of hurricane debris is removed pursuant to the contract. Of that amount, Entity's finally determines that \$300,000.00 is not qualified debris and that \$700,000.00 is qualified debris. Entity's obligation to pay for hurricane debris removed pursuant to the contract shall be limited to \$700,000.00, plus \$10,000.00 for the non-qualified debris. Entity's will have no obligation to pay \$290,000.00 of the hurricane debris which Entity's finally determines is not qualified.

IN order to comply with this stipulation (7.6.1), Contractor will not remove debris until the Entity's and/or FEMA have declared debris eligibility in writing. Load tickets signed by Entity's Monitor or Entity's representative will be deemed as eligible debris.

The Criteria for debris eligibility follows:

1. It must present an immediate threat to public safety and health, and
2. It must be a direct result of the declared event, and
3. It must originate from a maintained public property, such as a right of way, and
4. It must originate in Entity's legal jurisdiction and be Entity's legal responsibility at the time of the disaster, and
5. FEMA-322 Public Assistance Guide, and FEMA 325 The FEMA Debris Management Guide, as modified from time to time.

7.6.2 Eligibility Inspections:

The Contractor and Entity's will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.6.3 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 landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the Entity's for such loads.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions, or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the Entity's and the Contractor and subject to the review of the Government.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: *[Vendor Name]*.

Address

Entity's: **Entity's, FL**

Emergency Management Director
28 Airport Road
Apalachicola, FL 32320

8.2 Applicable Law:

The laws of the **State of Florida** shall govern this Contract. Venue shall be in Entity's, Florida.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may be modified, amended, or extended by a written instrument executed by both parties as per Section 8.1 of this Contract.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal, or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the [Vendor Name]. has caused this Contract to be signed in its corporate name by its authorized representative and Entity's has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

[Vendor Name]

Entity of Franklin, FL

By: _____

By: _____

Title: _____

Title: Chairman

ATTEST:

ATTEST:
