

AGREEMENT FOR LEVEL I DEBRIS HAULING SERVICES (PD# 21-22.076)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Phillips and Jordan, Incorporated (hereinafter referred to as "Contractor"), a foreign for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 56-0694573, whose principal address is 10142 Parkside Drive, Suite 500, Knoxville, TN 37922.

WITNESSETH:

WHEREAS, on or about May 19, 2022, the County issued an Invitation to Negotiate (PD# 21-22.076) seeking contractors to perform Level I-III disaster debris clearance, removal, reduction and disposal and other emergency clean-up services for Escambia County; and

WHEREAS, the Contractor submitted a bid demonstrating the Contractor was qualified to provide Level I debris hauling services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. The term of this Agreement shall commence on the date last executed and continue for a term of thirty-six (36) months. Upon mutual agreement of the parties, the contract may be renewed for two additional twelve (12) month periods, up to a maximum of sixty (60) months. Upon the expiration of the Agreement, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend the Agreement for up to an additional six (6) months. The County shall provide written notice of the desire to renew or extend the Agreement no later than thirty (30) days prior to the expiration of the current term.
3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Negotiate for Debris Hauling Services for Escambia County, Specification No. P.D. 21-22.076*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor for services rendered on an as-needed basis in accordance with the *Contractor's Bid Form*, attached hereto as **Exhibit B**. Contractor shall be responsible for providing all consumable supplies, equipment, and labor necessary to perform the scope of services. All services purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Purchase/Task Orders. The County shall issue written purchase orders and/or task orders to the Contractor on an as-needed basis. The services shall be described in detail and the time frame in which service needs to be performed will be stated in the order. No minimum quantity of work is guaranteed during the term of this Agreement, and those services which are ordered pursuant to a purchase order may be compensated.

6. Performance and Payment Bonds. Within seven (7) days after Contractor receives a written Task Order, Contractor shall provide Performance and Payment Bonds, in the form prescribed in **Exhibit C**, in an amount specified by the County based upon the anticipated volume of debris, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to conduct business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Agreement, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the work sufficient to identify it. (The recording fee is \$10.00 for the first page and \$8.50 for each remaining page).

7. Method of Payment. Contractor may submit invoices requesting payment for services rendered on a weekly basis. Invoices shall reflect the amount due and owing for services rendered with appropriate supporting documentation as specified in **Exhibit A**. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

County shall retain five percent (5%) of the gross amount of each payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final reconciliation is complete. Any interim interest on such sums shall accrue to County.

Contractor must submit a final invoice to County within thirty (30) days of final completion of the scope of work. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final invoice. Neither the acceptance of the work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

8. Contract Time and Extensions.

a) Contractor shall diligently pursue the completion of the work. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not

restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

b) No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive *no damages for delay*. Contractor's sole remedy, if any, against County will be the right to seek an extension to the time for performance; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9. Time for Performance and Liquidated Damages.

a) Time is of the essence in the performance of the work under this Agreement. The "Commencement Date" shall be established in each Task Order to be issued by the County. Contractor shall commence the work within seventy-two (72) hours from the Commencement Date. No work shall be performed prior to the Commencement Date. Any work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. No work under this contract shall commence until certificates of insurance have been received and acknowledged by the County.

b) County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the work is not completed within the time specified. Should Contractor fail to complete the work as specified, County shall be entitled to assess as liquidated damages the following:

1. \$10,000.00 per calendar day of delay to commence work within 72 hours of receiving a Task Order;
2. \$1,000.00 per load of debris collected in the County that is not disposed of at a County approved DMS or County designated final disposal site;
3. \$100.00 per incident for failure to sufficiently clean collection site(s);
4. \$500.00 per incident for failure to repair damages caused by the Contractor or subcontractor(s).

c) Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to complete the work within the time period noted above.

d) When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

10. Termination.

a) Termination for Cause.

If Contractor fails to perform any obligations under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contractor's payment, and if such expenditures exceed the unpaid balance, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance exceeds all such costs, expenditures and damages incurred by the County to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

b) Termination for Convenience and Right to Suspend.

County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to amounts earned through the date of termination, together with any retainage withheld, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

11. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees, and affiliates, from and against any and all liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor in the

performance of its duties and obligations pursuant to this Agreement. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

12. Insurance. The Level I Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence/ 2,000,000 aggregate limit;
 - (b) Comprehensive Automobile and Water Vehicle Liability with \$1,000,000 per occurrence minimum combined single limit for all hired, owned, and non-owned vehicles;
 - (c) Protection & Indemnity/Marine Liability with \$1,000,000 per occurrence/ 2,000,000 aggregate limit;
 - (d) Jones Act/Maritime Employer's Liability with \$1,000,000 per occurrence/ 2,000,000 aggregate limit;
 - (e) Pollution and Remediation Liability/Marine Pollution Liability with \$2,000,000 per occurrence/ 4,000,000 aggregate limit, including the cost of defense during the term of the agreement and for a period of five years following completion of the work;
 - (f) Florida statutory Workers' Compensation and Employers' Liability with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease;
 - (g) As applicable, Longshoreman and Harbor Workers' coverage with \$1,000,000 per occurrence/ 2,000,000 aggregate limit; and
 - (h) Commercial Umbrella/Excess with \$5,000,000 per occurrence and in the annual aggregate in addition to the CGL, Automobile, and Employers Liability limits provided above.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to conduct business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal, or adverse change. Such notices shall be mailed to the Escambia County Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies. Certificates of Insurance shall be provided to Office of Purchasing prior to commencement of any work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

13. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

14. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Phillips and Jordan, Inc.
Attention: President
10142 Parkside Drive, Suite 500
Knoxville, TN 37922

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

16. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

18. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

19. Employment Eligibility Verification (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

20. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) Contractor shall pay all sales, consumer, use and other similar taxes associated with the work or portions thereof, which are applicable during the performance of the work.

21. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior

written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

23. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

24. Federal Contract Compliance. In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the compliance forms, certifications, and standard contract provisions provided in **Exhibit D**, as applicable.

25. Contract Documents Incorporated.
The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

1. Escambia County Disaster Debris Management Plan;
2. FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide; and
3. FEMA Stump Conversion Table.

By signing this Agreement, Contractor acknowledges receipt of the documents referenced above and agrees to comply with the rules, regulations and policies provided therein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: _____

Wesley J. Moreno, Interim County Administrator

Witness: _____

BCC Approved: _____

**CONTRACTOR: PHILLIPS AND JORDAN,
INCORPORATED**

MORGAN PIERCE

Morgan Pierce, President

Date: 8/4/2022

Corporate Secretary

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 08-02-2022

Escambia County Florida Board of

County Commissioners

Invitation to Negotiate (ITN)

Escambia County Debris Hauling Solicitation

Identification Number: PD 21-22.037

**Board of County Commissioners
Jeff Bergosh, Chairman
Douglas B. Underhill, Vice-Chairman
Lumon J. May, District 3
Robert D. Bender, District 4
Steven Barry, District 5**

Special Accommodations

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTE: Please review this ITN carefully as there have been changes to the Scope of Services and response submittal requirements. An additional Level III has been added to the opportunity under Scope of Services, which Escambia County Board of Commissioners is hopeful will stimulate interest from smaller businesses looking to garner experience by providing services for smaller projects. Instructions for the response submittal have been clarified to aid Proposers in giving complete and thorough submittals.

Scope of Services

Escambia County, Florida (County)¹ seeks to establish one or more contracts for disaster debris removal, reduction, disposal, and other emergency cleanup services following a debris-generating event, such as a tropical system, hurricane, or other natural and man-made disasters. The County is seeking proposals from highly qualified Proposers with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Proposer must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, and other disaster types as well as small scale debris volumes.

The County will be awarding contracts based on experience with cubic yards of debris hauled. Level I will include those business entities that have demonstrated experience hauling equal to or greater than 1,000,000 cubic yards of debris during a single event; entities awarded contracts with Level I experience will be eligible to work any event in the County. Level II will include those business entities that have experience hauling less than 1,000,000 but more than 500,000 cubic yards of debris during a single event; entities awarded contracts with Level II experience will only be eligible to work events that the County determines will result in 999,999 cubic yards of debris or less. Level III will include those businesses that are unable to demonstrate relevant experience in disaster related debris hauling within the last seven (7) years; entities awarded contracts with Level III experience will only be eligible to work events that the County determines will result in 100,000 cubic yards of debris or less. All contractors, regardless of service Level, must submit a complete proposal as outlined in the "Proposal Submission" section of this (ITN).

Under this contract, several services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a specific work order with each event in accordance with the contracted pricing and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work consists of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during a debris removal project.

¹ For Proposer's convenience, there is a list of definitions at the end of this ITN.

The awarded Contractor(s) must be capable of assembling, directing, and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Contractor must have the resources to provide the equipment and personnel necessary to cover a major disaster.

Before work begins, the County must issue an electronic Notice to Proceed. Within 24 hours of receiving the electronic Notice to Proceed, the Contractor will send a management team to report to the County Debris Manager to begin planning for the operation and mobilizing of the personnel and equipment as necessary to perform the work. Mobilization by the Contractor must begin within 48 hours of electronic Notice to Proceed by the County. Within 48 hours of receipt of the electronic Notice to Proceed, the Contractor will submit the plan for debris removal. The plan must include the number of debris hauling units, types of units and size of units to complete debris removal and a completion time frame. The County may have minimum preference to size requirements of debris hauling units, types of hauling vehicles, number of units and completion time frame. Within 72 hours of receipt of the electronic Notice to Proceed, the Contractor must be half established and start debris removal operations. Within 144 hours, Contractor must be fully established. The Contractor will make every effort to be at the disaster site within the stated time frame. Failure to do so, will result in damages. The removal and disposal work must be conducted in a systematic, efficient, and predictable manner.

Work will include:

1. Examining and working in conjunction with the County and its authorized agents to determine that debris is Eligible
2. Loading the debris
3. Hauling debris to a County approved Debris Management Site (DMS) or County Designated Final Disposal Site
4. Reducing disaster related debris
5. Hauling reduced debris to a County Designated Final Disposal Site
6. Dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSG or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager.

The Contractor will be required to conduct one (1) day or up to eight (8) hours annual planning and training activities with the County throughout the term of the Contract. This planning and training must include, at a minimum, preliminary DMS or Temporary Disposal Staging and Reduction Site (TDSRS) site selections, review and update of debris collection maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, and FEMA guidelines. The cost for this planning and training must be included in the unit cost for each activity, is paid only upon activation of the contract at no additional cost to the County, even if the contract is not activated by an event.

It is the Contractor's responsibility to load, transport, reduce and properly dispose of all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

Under this element, work consists of all labor, equipment, fuel, traffic controls costs, and other associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. Unless otherwise ordered by the County Debris Manager, all roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of a Task Order from the County to conduct emergency roadway clearance work. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Right of Way (ROW) Vegetative Debris Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of Eligible vegetative debris will only be permitted when directed in writing by the County's authorized representative. The County will provide specific right of entry (ROE) legal and operational procedures for private property debris removal programs.

3. ROW Construction and Demolition (C&D) Debris Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport Eligible C&D debris existing on the County ROW to a County approved DMS or County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this contract, Eligible C&D Debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County's authorized representative. The County will provide specific right of entry (ROE) legal and operational procedures for private property debris removal programs.

4. Demolition, Removal, Transport and Disposal of Non-Regulated Asbestos Containing Material (RACM) Structures

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish and dispose of Eligible Non-RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include asbestos containing material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County's authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs.
- e. The Contractor is required to strictly adhere to all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).
- f. The Contractor is required to strictly adhere to all local, state, and federal regulatory requirements for the handling and transportation of Non-RACM debris to a County Designated Final Disposal Site.

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.
- b. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized

representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- d. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County's authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs.
- e. The Contractor is required to strictly adhere to all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. DMS Management, Operations and Reduction of Vegetative Debris Through Grinding

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through grinding of Eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited to, the U.S. Environmental Protection Agency (EPA) and Florida Department of Health (FDH). The Contractor is responsible for all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, HHW, etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting, and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted hazardous waste Treatment, Storage and Disposal Facility (TSDF).
- j. Contractor is responsible for providing County approved 24-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor will provide a tower(s) from which the County or its authorized representative can make

volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the technical specifications of this ITN (Debris Site Tower Specifications).

- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

7. DMS Management, Operations and Reduction of Vegetative Debris Through Air Curtain Incinerators (ACI)

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through an ACI of Eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited to, EPA and FDH. The Contractor is responsible all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, HHW, etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a hazardous waste TSDF.
- j. Contractor is responsible for providing County approved 24-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor will provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the technical specifications of this ITN (Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to

its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

8. DMS Management, Operations and Reduction of Vegetative Debris Through Controlled Open Burning

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of vegetative debris through controlled open air burning of Eligible disaster related debris. Controlled open air burning must be approved by the County Debris Manager, Division of Forestry, FDH and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited to, EPA and FDH. The Contractor is responsible for all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, HHW, etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting, and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a hazardous waste TSDF.
- j. Contractor is responsible for providing twenty-four 24-hour DMS security and fire tender.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor will provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITN (Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples.

Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

9. DMS Management, Operations and Reduction of C&D Debris Through Compaction

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS for the acceptance, management, segregation, staging and reduction of C&D debris through compaction of Eligible disaster related debris. Compaction must be approved by the County Debris Manager prior to commencement of compaction activities. The DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited to, the EPA and (FDH). The Contractor is responsible for all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS in accordance with OSHA, EPA and FDH guidelines.
- c. Debris at DMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, HHW, etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS.
- e. Contractor is responsible for all associated costs necessary to provide DMS utilities such as, but not limited to, water, lighting, and portable toilets (both male and female portable toilets).
- f. Contractor is responsible for all associated costs necessary to provide DMS traffic control such as, but not limited to, signage, traffic cones, and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS dust control and erosion control such as, but not limited to, an operational water truck and silt fencing.
- h. Contractor is responsible for all associated costs necessary to provide DMS fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- i. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW to be disposed of at a permitted hazardous waste TSDF.
- j. Contractor is responsible for providing County approved 24-hour DMS security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this ITN (Debris Site Tower Specifications).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

10. Haul-Out of Reduced Vegetative Debris to a County Designated Final Disposal Site

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced Eligible material such as ash or mulch existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations. The Contractor will not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

- a. Under this element, work consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of Eligible Vegetative Debris in accordance with all applicable local, state, and federal laws.
- b. Contractor will provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County will make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within five (5) business days of the County's request.
- c. Contractor will be responsible for all traffic, erosion, and dust controls in the immediate vicinity of Contractor's site.
- d. Contractor will provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor will provide a written report matching weigh ticket number with load ticket number and other applicable information.
- e. Operating hours will be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

11. Haul-Out of Reduced C&D Debris to a County Designated Final Disposal Site

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced Eligible compacted C&D debris existing at a County approved DMS to a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations. The Contractor will not receive any payment from the County for load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site.

- a. Under this element, work consists of providing all necessary labor, equipment, fuel, supplies, and land capacity for the sanitary disposal of eligible C&D debris in accordance with all applicable local, state, and federal laws.
- b. The County may choose to not activate this scope of services item. The Contractor will not perform work under this scope of services item unless specifically requested in writing by the County.
- c. Contractor will provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County will make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within five (5) business days of the County's request.
- d. Contractor will be responsible for all traffic, erosion, and dust controls in the immediate vicinity of

Contractor's site.

- e. Contractor will provide the systems (including the printing of weight tickets) and personnel to ensure that loads are properly documented. In support of its invoice, Contractor will provide a written report matching weight ticket number with load ticket number and other applicable information.
- f. Operating hours will be from sunrise until sunset, seven days per week unless otherwise instructed by the County Debris Manager.

12. Removal of Hazardous Trees and Limbs

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured four and half (4.5) feet from the base of the tree and Eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of Eligible hazardous trees and Eligible limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with Scope of Services, Item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous trees less than six (6) inches in diameter, measured four and half (4.5) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, Item 2. The County will not compensate the Contractor for cutting trees less than six (6) inches in diameter on a unit rate basis. Any disputes regarding measured diameters will be reviewed and decided by the County.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous trees will be communicated to the Contractor, in writing, by the County Debris Manager. For hazardous trees to be removed and eligible for payment, the tree must satisfy a minimum of one (1) of the following requirements:
 - 1. The tree has a split trunk
 - 2. The tree has a broken canopy
 - 3. The tree is leaning at an angle greater than thirty (30) degrees
- b. Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the County Debris Manager. For hazardous limbs to be removed and eligible for payment, the limb must satisfy all the following requirements:
 - 1. The limb is two (2) inches or greater in diameter when measured at the break
 - 2. The limbs or branches extend over the public ROW
 - 3. The limbs or branches pose an immediate threat
 - 4. The Applicant removes the hazard from the public ROW

13. Removal of Hazardous Stumps

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all Eligible hazardous uprooted stumps 24 inches or greater in diameter,

measured 24 inches from the base of the tree existing on the County ROW. Contractor will be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible stumps measured 24 inches from the base of the tree and less than 24 inches in diameter will be considered normal Eligible vegetative debris, converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of Scope of Services, Item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 1. Fifty percent (50%) or more of the root ball is exposed
 2. The stump is on County ROW and poses an immediate threat to public health, safety, or welfare

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of Scope of Services, Item 2. Stumps with less than 50% of the root ball exposed will be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e., tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2. The cubic yard volume of the unattached stump will be based off the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table). The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

14. Household Hazardous Waste Removal, Transport, and Disposal

Under this element, work consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of Eligible HHW.

- a. The removal, transportation, and disposal of Eligible HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- b. All HHW will be managed as hazardous waste and disposed of at a permitted final disposal facility operating in accordance with local, state, and federal laws. County will be provided with copies of all applicable licenses, permits, manifest, etc. required for HHW handling, transportation, and disposal.

15. Abandoned Vehicle Removal, Transport, and Disposal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of Eligible Abandoned Vehicles in areas identified and approved by the County. Abandoned Vehicle will be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions will be made to “plug” the breach or remove the product. All petroleum/water removed from the vehicle prior to loading and hauling will be containerized, hauled to the vehicle staging area and

appropriately labeled for disposal.

The removed Eligible Abandoned Vehicles will be hauled to County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24-hour security and paved or otherwise impermeable parking surface on which to stage the vehicles. The removal, transportation and disposal of Eligible Abandoned Vehicles includes obtaining all necessary local, state, and federal handling permits and operating in accordance with rules and regulations of local, state, and federal regulatory agencies.

16. Abandoned Vessel Removal, Transport, and Disposal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transport of Eligible Abandoned Vessels in areas identified and approved by the County. The removed Eligible Abandoned Vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The vessel will be inspected to identify any possible potential release of petroleum products into the environment. If breaches in the motor or fuel compartments are observed precautions will be made to "plug" the breach or remove the product. All petroleum/water removed from the vessel prior to loading and hauling will be containerized, hauled to the vessel staging area and appropriately labeled for disposal. The removed Eligible Abandoned Vessels will be hauled to a County approved staging area, all free liquids removed from the motor and fuel compartment, placed in an appropriately labeled container, and staged for disposal at a facility permitted to accept contaminated petroleum products. Once evacuated of all free liquids, the Eligible Abandoned Vessel will be subsequently disposed of by the appropriate regulatory agency. The staging area must be an approved containment area to stage containers of free liquids removed from the vessels, and must have security, lighting, fencing, and 24-hour security, and paved or otherwise impermeable parking surface on which to stage the vessels.

1. The removal, transport and disposal of any vessel measuring 52 feet in length or greater will be negotiated on a case-by-case basis. No work shall be performed on eligible vessels measuring 52 feet or greater without prior written approval by the County Debris Manager.
2. Length of a vessel shall be derived by measuring, in a direct line, from the top-center of the vessel's stern to the top-center of its bow.
3. Vessel removal may be classified as land based if accessible by land-based removal tools or techniques and may be classified as water based if only accessible using barges, boats, etc. and therefore inaccessible by land.
4. The removal, transportation and disposal of Eligible Abandoned Vessels includes obtaining all necessary local, state, and federal handling permits and operating in accordance with rules and regulations of local, state, and federal regulatory agencies.

17. Management and Operation of Staging Areas for Abandoned Vehicles or Vessels

Under this element, work consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate a staging area for the acceptance, management, and storage of Eligible Abandoned Vehicles or Vessels. Staging area layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of staging areas includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited to, EPA and FDH. The Contractor will also be responsible for all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the staging area in accordance with OSHA, EPA and FDH guidelines.
- c. Contractor is responsible for all associated costs necessary to provide staging area traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- d. Contractor is responsible for providing County approved 24-hour staging site security.
- e. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- f. Upon proper disposal or removal of vehicles or vessels, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

18. ROW White Goods Debris Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and transportation of Eligible White Goods from the ROW to a designated County approved DMS. The Contractor is responsible for the transportation of Eligible White Goods from the designated County approved DMS to a County designated facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible White Goods containing refrigerants must first have such refrigerants removed by the Contractor's licensed technicians prior to mechanical loading. Contractor is to provide County with copies of license technician certifications. The Contractor is also responsible for emptying and decontaminating any White Goods containing spoiled foods.

White Goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida but are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- b. The Contractor will recycle all Eligible White Goods in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- c. The Contractor will separate/remove all small engine debris such as lawn mowers, weed eaters, etc. from the ROW debris and transport to a designated County approved DMS.

19. E-waste Item Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and lawful disposal of televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor will recycle or dispose of all Eligible E-waste Items in accordance with all rules and regulations of local, state, and federal regulatory agencies.

20. Dead Animal Carcasses

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and lawful disposal of dead animal carcasses. Contractor will coordinate activities with the Escambia County Department of Animal Services and the Escambia County Health Department.

Dead animal carcasses may be classified as land-based if accessible by land-based removal tools or techniques and may be classified as water based if only accessible using barges, boats, etc. and therefore inaccessible by land.

21. ROW Sand Debris Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect Eligible debris laden sand from the ROW, haul to a processing screen, process the sand through a maximum two-inch screen and haul screened sand to a County approved beach. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade at the County approved beach. All work will be performed in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this contract, Eligible sand that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for Scope of Services, Items 2 and 3 respectively.

22. Private Property Sand Debris Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect Eligible debris laden sand from private property, haul to a processing screen, process the sand through a maximum two-inch screen and haul screened sand back to the original private property collection location. Under this service work will include sand-pile maintenance and the shaping of screened sand to final grade once returned to the original private property collection location. All work will

be performed in accordance with all federal, state, and local rules and regulations.

- a. Entry onto private property for the removal of eligible debris laden sand will only be permitted when directed in writing by the County's authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs.
- b. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved processing screen. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- c. Eligible vegetative debris or C&D debris removed from screened sand will be loaded and removed in accordance with the terms, conditions and compensation schedule for Scope of Services, Items 2 and 3 respectively.

23. Beach Scrape and Clean

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to scrape and collect Eligible debris laden sand from County beaches, haul to a processing screen, process the sand through a maximum two (2)-inch screen, haul screened sand back to a County beach and shaping of the sand to final grade.

- a. Removal of Eligible debris laden sand from County beaches will only be permitted when directed in writing by the County or its authorized representative.
- b. County designated beaches will be scraped to a maximum depth as prescribed in writing by the County.
- c. Contractor must use screens smaller than 2 inches to finish cleaning sand to standards acceptable for reapplication on the beaches.

24. Marine Debris Removal

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway, and include items in the water and other items as may be designated by the County or its representative.

Debris may be classified as land based if accessible by land-based removal tools or techniques and may be classified as water based if only accessible using barges, boats, etc. and therefore inaccessible by land.

25. Stormwater Conveyance System and Facilities Cleaning

Under this element, work consists of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to clear County maintained stormwater conveyance systems and facilities of eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. These conveyance systems and facilities include, but are not limited to, subsurface storm pipe systems, catch basins and storm inlets, ditches, swales, stormwater ponds, creeks, culverts, and bridges. Initial work will

focus on clearing blockages and other impediments to water flow of the designated stormwater conveyance system and/or facility. After water flow is restored, subsequent work will consist of removing any remaining storm debris deposited in, under, and adjacent to the designated stormwater conveyance system and/or facility. This will include the removal and disposal of trees, branches, brush, C&D, and any other items designated as debris by the County or its representative.

- a. Stormwater conveyance system and Facilities Cleaning may be classified as land based if accessible by land-based removal tools or techniques and may be classified as water based if only accessible using barges, boats, etc. and therefore inaccessible by land.
- b. Eligible vegetative debris or C&D debris removed from County conveyance systems and facilities will be loaded and removed in accordance with the terms, conditions and compensation schedule for scope of services Items 2 and 3, respectively.

Evaluation Criteria and Scoring Process

A. Evaluation Criteria

The County has established specific evaluation criteria to assist in the evaluation of proposals, which are listed below with points assigned to each criterion.

CRITERIA – Levels I and II		POINTS
1	Financial Capacity	10
2	Experience/Past Performance	20
3	Project Understanding and Technical Approach	15
4	Typical DMS Site Safety and Operational Plan	15
5	Subcontracting Plan	15
6	Key Personnel	5
7	Price Proposal	15
8	Alternative Disposal Sites	5
TOTAL POINTS		100

CRITERIA – Level III		POINTS
1	Financial Capacity	15
2	Experience/Past Performance	30
3	Project Understanding and Technical Approach	20
4	Key Personnel	15
5	Price Proposal	20
TOTAL POINTS		100

B. Scoring

Scoring will be accomplished by using a “must system.” Under this system, after evaluating all proposals and Proposers, each member of the evaluation panel must award the maximum potential points designated for each evaluation category to at least one Proposer that best meets the criteria or requirements of the category. Each evaluation panel member, however, may also award the maximum potential points to other Proposers that, in the opinion of the evaluation panel member, demonstrate comparable quality in the category when compared to a Proposer found to have best met the criteria or requirements of the category.

Once each evaluation panel member has completed scoring, the evaluation panel members’ score for each Proposer will be added together and divided by three (3) to determine the average score for each Proposer. For Levels I and II, any Proposer scoring 60 or higher, will be shortlisted for price negotiation. For Level III, any Proposer scoring 60 or higher, will be shortlisted for price negotiation.

Proposal Submission

Proposals must include all of the information solicited in this ITN, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. The Proposer 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.

All proposals **must** be organized as described below, including providing each separate Tab with responses to each numbered section. To aid the Proposer, the County suggests that the Proposer give a response to each component of each section of each Tab, including a reason for not responding to a particular component (e.g., a component may not be relevant to the Proposer). Proposer may add additional information to appendices, which will not count towards the page limits, however, the evaluation team is not required to review this information so pertinent information should be included in the Tab/component response.

Tab 1 – Proposer’s Profile and Submittal Letter (15 pages maximum, documentation does not count towards page limit)

1. Submittal Letter signed by authorized agent of the firm with **documentation**, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a contract. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for addition information required by the County. The letter should name all persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. This letter will summarize in a brief and concise manner the Proposer’s understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner (the letter should not exceed two pages in length).
2. Brief profile of the firm, including:
 - a. Brief history of the business
 - b. Organizational structure of the business
 - c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) – The Proposer must identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.). The Proposer must identify whether the business entity is incorporated in Florida, another state, or a foreign country. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, it must present evidence of authority to do business in Florida. **Firms may submit as a partnership with two or multiple firms**, in which case the partnership becomes the Proposer team required to provide all necessary information requested in this ITN.

- d. Additional Requirements:
 - i. Documentation from the appropriate state’s agency confirming firm’s legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
 - ii. Provide the Federal Employer Identification Number of the Proposer
 - iii. In the case of a sole proprietorship or partnership, provide social security numbers for all owners/partners
- e. Ownership interests – The proposal must name all persons or entities serving or intending to serve as principals in the Proposer’s business entity. Identify each principal of the business entity (no matter legal entity)) and any other “key personnel” who will be professionally associated with the development and/or presentation of the proposal (for key personnel, just names, positions, association with firm, etc. in this section).
- f. Existing contracts – The Proposer must provide a listing of current contracts in Florida, Alabama, and Mississippi. The Proposer must also provide a map of Florida depicting current contract locations.
- g. Present status and projected direction of business/workload
 - i. Provide a listing of the business entity’s current and projected workload.
 - ii. Include a graph and/or other informational diagram/format indicating the allocated and available man hours.
 - iii. Indicate commitment of staff available for this project.
- g. Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer, and its subcontractors if any, in the past five (5) calendar years which is related to the services that Proposer provides in the regular course of business. The summary must state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. State if there are no litigation claim(s) or contract dispute(s) filed by or against the Proposer which is related to the services that Proposer provides in the regular course of business.
- h. List any regulatory or license agency sanctions in the past five (5) years related to the services that Proposer provides in the regular course of business. State if there are no license sanctions against the Proposer in the above stated calendar years.

Tab 2 – Financial Capacity (3 pages maximum, excluding financial statements and reports)

- 1. Proposer must provide a statement certifying that Proposer is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the County. Proposer must submit a financial statement, preferably a certified audit, but a third party prepared financial statement is acceptable. Proposer must also submit Proposer’s latest Dunn & Bradstreet report.

2. Proposer must demonstrate the ability to obtain a Performance and Payment Bond within seven (7) days after a Notice to Proceed is issued. The following capacities are the minimum required bonding capabilities for the different experience levels as discussed in the Scope of Services:
 - Level I - \$5,000,000
 - Level II - \$1,000,000
 - Level III - \$1,000,000

Tab 3 – Experience/Past Performance (5 pages maximum, not including graphs or diagrams)

1. Existing Contracts – The Proposer must provide a listing of current contracts in Florida. Proposer must include a graph or other informational diagram/format indicating the allocated and available resources. Indicate commitment and availability of staff and resources to Escambia County.
2. Level I and II Proposers must list and provide required information from all debris removal projects within the past seven (7) years. **Project experience is defined as work completed for a single Proposer and event/disaster; this cannot include a combination of Proposers.** Required information from each project listed includes total cubic yards collected, total revenue to Proposer, completion date, and a project reference. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may use experience as a subcontractor or partner to demonstrate experience. Indicate on all projects whether Proposer acted as a prime, subcontractor, or partner. See below for table format. (Noting page limit for this Tab, Proposer should include only relevant projects.)

Project	Date	Total CY	Total Dollar Amount Invoiced	Contact	Capacity
City, State (include named storm, if applicable)	MM/YY To MM/YY	X,XXX,XXX	\$X,XXX,XXX	Name Entity Title Phone Number E-mail Address	Prime, Subcontractor, Partner, Or other Capacity

3. Level III Proposers, without relevant disaster related debris removal within the last seven (7) years, must provide detailed work experience in management of material handling, relocation and associated logistics. The Proposer must provide a client contact person, telephone number, and e-mail address for each project. The Proposer may use experience as a subcontractor or partner to demonstrate experience. Indicate on all projects whether Proposer acted as a prime, subcontractor, or partner and what specific roles and responsibilities were that of the Proposer.
4. All Proposers must list any work in which Proposer team failed to complete in the last five (5) years and describe when, where, how, and why of such failure, including listing any officer or partner of Proposer team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. If none, Proposer must state so.

Tab 4 – Project Understanding and Technical Approach (10 pages maximum)

Provide a statement demonstrating an understanding of the services and support required by this ITN. Describe how the Proposer will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach should also outline the following:

1. Loading, hauling, and reduction of debris
2. Ability to manage activation of multiple contracts
3. Methods for mobilization/demobilization
4. Documenting and resolving damages
5. Invoicing, data management and reconciliation

Tab 5 – Typical DMS Site Safety and Operational Plan (10 pages maximum)

Provide a description of the firm’s typical DMS safety plan and operational plan. If Proposer is awarded a contract, any changes to the site safety plan or operational plan must be provided to the County and is subject to County approval. The County also reserves the right to request changes to the Proposer’s site safety and operational plan.

Level III Proposers do not have to respond to Tab 5.

Tab 6 – Subcontracting Plan (5 pages maximum)

Provide a plan that includes, but is not limited to, the following:

1. The total percent of the work to be subcontracted
2. A list of sub-contractors proposed for this project, indicating participation by local sub-contractors
3. Proposer’s policies and procedures in place to ensure sub-contractors and all sub-tier contractors retain adequate insurances and are paid.

Level III Proposers do not have to respond to Tab 6.

Tab 7 – Key Personnel (5 pages maximum, excluding organization chart and resumes)

Provide an organization chart and summary table of the Proposer’s key personnel assigned to the County in the event of contract activation. The summary must include key personnel’s role, number of years of debris removal experience, sample projects (including references), and contact information. Key personnel must have the following experience:

- Project manager – must have five (5) years of experience
- Operations manager – must have three (3) years of experience

Changes to personnel listed in the response to this ITN must be communicated to the County in advance of an event and are subject to approval by the County. The County also reserves the right to request the

substitution of any personnel as the County deems necessary.

Provide resumes for the project manager, operations manager and other key personnel proposed for this program.

Tab 8 – Licenses and Certificates (unlimited pages)

List any licenses or certifications related to the Scope of Work described in this ITN. State if the Proposer does not have any related or applicable licenses or certifications.

Tab 9 – Price Proposal (forms)

The Proposer must submit Price Proposal forms included in this solicitation document. Proposer is warned to price each line item/section independently as the County may elect to award contracts to multiple Contractors for the same or different services (e.g., one contractor for collection, another for DMS site operations, and another for final disposal, etc.).

Tab 10 - Alternative Disposal Sites (5 pages maximum, excluding maps)

The Proposers must provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list must include the alternative disposal sites name, location, FDEP permit number (if applicable), debris type accepted, and one-way mileage from the nearest Escambia County official boundary point.

Level III Proposers do not have to respond to Tab 10.

Tab 11 – References (10 pages maximum)

Provide references from existing contracts and/or past clients for which the Proposer has actively performed disaster debris removal work within the past seven (7) years. At least three (3) of the references should be from clients where the Proposer has successfully completed debris removal projects in excess of 1,000,000 cubic yards for Level I proposers and 500,000 cubic yards for Level II Proposers. Level III proposers must provide at least three (3) references from clients where the proposer successfully completed debris removal or material management, handling and logistics.

Additional Required Submittals

Required Forms

- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Conflict of Interest Statement Form
- Acknowledgment of Addenda, include assigned and dated copy of last addendum issued by the County, if any.
- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)

Insurance Requirements

Contractor shall provide evidence of the ability to meet the insurance requirements set forth in the County's Agreement by providing a certificate of Insurance on ACORD Form 25; requirements are generally described in the Special Conditions section. The Contractor will either cover subcontractors performing services under the scope of work or require such subcontractors to acquire and maintain the same coverage as specified in the County Agreement.

Dates

Solicitation Issued	5/19/2022
Questions Due	6/06/2022
Proposals Due	6/09/2022
Proposal Review/Short List Meeting	6/14/2022
Negotiations	6/20/2022
Recommendation to the Board	7/07/2022

Special Conditions

Debris Disposal

1. The Contractor will dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the County and the owner, with owner's consent on the proposed disposal site. Information regarding the location of final disposal must be provided to the County and the Debris Monitor. The Contractor and the Debris Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites must comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the County.
2. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract. All DMS sites are to be returned to their pre-project condition at no additional cost to the County.
3. Contractor acknowledges, represents, and warrants to the County that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state, or local agencies or authorities.
4. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work will be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
5. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor will assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
6. The Contractor will ensure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.
7. While performing any work along the ROW of any public or private road, property traffic control shall be utilized and conform to FDOT and County Standards.

Property Damage

1. The Contractor shall be responsible for all damages to public and private property. The Contractor must have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the County, the County has the option of having the damage repaired at the Contractor's expense to be reimbursed to the County or withheld from the Contractor's future payments.
2. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
3. No tracked equipment shall be allowed on public streets without the written permission of the County.

Monitoring

The Contractor will allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify the Monitor each day of the number of work crews and disposal sites that will need assigned monitors to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Notification must be made 24 hours before crews arrive and monitors are needed. County may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

Mobilization

Once a Contractor receives a work order for an event, the County and Contractor will agree to a mobilization plan. The mobilization plan will include, among other things, a timeline for the number of days in which necessary resources must be in place. The County will determine, in its sole discretion, the number of Contractors that will receive work order(s) in any given event.

Task Orders

The County shall authorize work under this contract through the issuance of written Task Orders. Task Orders must be executed by authorized staff of the County and Contractor. Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless a written Task Order has been executed by both parties.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Designated Work Area

The designated area for debris removal (the County ROW) is bounded by the County limits of the County and includes public property and ROW, County and utility easements, County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways or other areas, as directed in writing by the County Debris Manager.

Completeness of Debris Removal

All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor will conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor will not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than four (4) feet in length or one (1) inch in diameter will be left on site.

Storage and Disposal of Debris

Contractor will deliver all disaster related debris to County approved DMS or County Designated Final Disposal Sites that have been permitted to receive storm-generated debris and adhere to all local, state and federal regulations. The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, sod, fencing and other physical features. DMS remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDH.

All DMS and County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved, in writing, by the County Debris Manager.

The Contractor will conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities. The County reserves the right to

inspect DMS, verify quantities and review operations at any time.

Safety

The Contractor(s) will be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to ensure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor will also be responsible for periodically inspecting all Contractor vehicles (including subcontractors) to ensure that vehicles meet state and federal DOT regulations. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met, and a safety officer assigned to the project for the duration of this contract.

On-Site Project Manager

The Contractor(s) will provide an on-site project manager to the County. The project manager will provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available 24 hours a day, or as required by the County Debris Manager.

Equipment

1. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) -inch by six (6) -inch boards or greater and not to extend more than two (2) feet above the metal bedsides. To ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
3. Debris will be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed will be secured in place to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
4. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) will not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
5. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions.

Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the County Debris Manager.

6. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
7. The Contractor shall supply vinyl type placards identifying the County, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
8. The Contractor must furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary DMS Sites to the permanent disposal sites. The listing must include the following information:
 - a. Truck and/or trailer license number
 - b. Year, make, and color of each truck and/or trailer
 - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
9. Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the County shall not be paid for Debris being transported.
10. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.
11. The Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Traffic Control

The Contractor(s) will mitigate the impact of its operations on local traffic as much as possible. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) will provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items will be immediately corrected by the Contractor(s). No further work will take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative will sign any additional load or unit

rate tickets until the safety item is corrected.

Rapid Response Crew

Contractor(s) will be required to provide the County with access to a Rapid Response Crew (RRC). The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) will conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reductions sites will be conducted on a 24 hour, seven (7) days a week basis.

Pre-Event Coordination Meeting

The successful Contractor(s) will be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s).

Existing Utilities

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it will be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e., water and sewer). The Contractor(s) will pay all such costs to the utility company for any adjustments.

The Contractor(s) will make the necessary repairs or pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities will be made by the Contractor(s).

Debris Site Tower and Toilet Specifications

The Contractor(s) will provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level, and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of

the Contractor's compensation under the terms and conditions of Scope of Services items 6, 7, 8 and 9.

The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during inspection of dumping operations. At a minimum two portable toilets will be provided for both male and female designation. The toilets will be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Scope of Services items 6, 7, 8, and 9.

Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County. The County shall retain ownership of all debris until such time as debris is legally disposed in a licensed, permitted disposal site approved by the County.

Environmental Protection

All fluids or chemicals (work-related materials such as oil-dry, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

The Contractor will, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor will comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

The Contractor will comply with all laws, rules, regulations, and ordinances regarding environmental protection. The Contractor will document and report incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Documentation and Measurement

1. All Contractor trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMS or County Designated Final Disposal Sites shall be measured either by weight (tons) or volume (cubic yards) as deemed appropriate by the County. The County or County-authorized representative shall be responsible for the measuring and recording of weights and/or volumes (inside bed measurements). The Contractor will provide a representative to attest to the weighing / measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to each certified truck and shall clearly state the truck measurement in tons and/or cubic yards, Contractor name,

assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

2. Throughout the debris removal process, the County or its representative may designate trucks for re-measurement to verify weights and volumes.
3. The Contractor is responsible for ensuring all subcontractors maintain a valid driver's licenses, have equipment that is legally fit for travel on the road, and that safety measures are observed for Contractor trucks and equipment during working and non-working hours.
4. Load tickets will be provided by the County or its authorized representative for recording pick-up location and tons/volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 - a. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - b. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced, and disposed of. Contractor is responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - c. Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket and provide all five copies to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection and/or measured weight (as appropriate). This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the load call and/or actual weight and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Contractor.
 - d. The Contractor(s) will give written notice of the location for work scheduled twenty-four (24) hours in advance.
5. The County may elect to use electronic ticketing through an Automated Debris Management System (ADMS). If the County chooses to use ADMS technology, the Contractor will be required to comply with the requirements of the ADMS technology.

Payment

1. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the Scope of Services. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified weight/capacity, collection monitor signature, disposal site, weight/load call, or disposal monitor signature will not be paid.
2. Mileage will be determined by use of a widely accepted mapping program (such as Microsoft Streets & Trips or Google Maps). The County will determine allowances for variances such as DMS where the point of site address is a significant distance from the debris site tower.
3. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, HHW etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County).
4. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only 100% accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
5. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. To recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.
6. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed.
7. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this Scope of Services. The Contractor will execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
8. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of the invoice received from the County Designated Final Disposal Site, an electronic tabulation cross-referencing load tickets and weigh tickets, and proof of Contractor payment to the County Designated Final Disposal Site.

9. Contractor(s) must submit a final invoice within 30 days of completion of Scope of Services. Completion of Scope of Services will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
10. In the event any portion of this Scope of Services is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds (see Exhibit A). The County will only pay for those items deemed Eligible by FEMA unless the County HAS otherwise agreed to in writing.
11. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible to determine at this time. Therefore, the Contractor will pay the County, as liquidated damages, the following:

1. The Contractor will pay the County, as liquidated damages, \$10,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued a Task Order.
2. The Contractor will pay the County, as liquidated damages, \$1,000.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
3. The Contractor will pay the County, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
4. The Contractor will pay the County, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County will suffer by failure of the Contractor to complete requirements set forth in the scope of work.

Damages

The Contractor(s) will repair any damages caused by the Contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor(s) as to the repair of

damages, the County will decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs. To the extent that the County deems the Contractor(s) negligent in management practices, the County may withhold from retainage money or invoice the Contractor(s) for time and material costs associated with resolving issues or damages related to the Contractor's work.

Payment and Performance Bonds

Contractor will furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 within seven (7) days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the Contract. The amount of the bonds will be determined at the time of the event based on the expected volume of debris that will need to be cleared throughout the County.

These Bonds will remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by laws or regulations or by the Contract documents. The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond. Performance and Payment Bond amounts for other events shall be determined based on the severity and magnitude of the event. Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

General Information

Proposal Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$10,000.00. Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County. A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award. All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

Requests for Assistance

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Execution

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

Contract Term

The Contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. The Contract may be renewed for two (2) one (1) year terms upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this Contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners.

- The initiating County department(s) shall issue purchase orders during the contract term on an "as needed" basis.
- The Contract may be canceled by the awarded vendor, for good cause, upon 90 days prior written notice.
- The County retains the right to terminate the Contract, with or without good cause, upon 30 days prior written notice.
- In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

After all term extensions have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the Contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the Contract shall apply during this

period.

Price Increases

The Contract resulting from this Solicitation will include provisions for price adjustments for each renewal term. Adjustment in price shall be accomplished by written amendment to this Contract approved by the Board of County Commissioners.

Contract Considerations

This solicitation is intended to be non-binding and the County reserves the right to withdraw, cancel, or postpone the solicitation at any time prior to award.

Rejection

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer. At the County's discretion, any proposal or pricing may be rejected upon determining any abnormalities and/or irregularities associated with information and pricing submitted.

Laws

The Proposer or Contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Inquiries

All questions regarding this RFP shall be directed to Buzz Roggenbuck at abroggenbuck@myescambia.com.

Addenda

Any changes made in the ITN shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

Proposal Format and Signature

All proposals shall be submitted through [Vendor Registry](#). No hard copies will be accepted. Response shall be a single PDF.

Multiple PDFs shall not be accepted.

Disclosure

All information submitted in response to this ITN shall become a matter of public record and shall be subject to disclosure in accordance with Chapter 119, Florida Statutes.

Method of Payment

Payment schedule and basis of payment is outlined in this ITN.

Identification of Subconsultants/Changes After the Fact

After delivering an initial proposal in response to this solicitation, all Proposers are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the solicitation process up to the final award of Contract and including question and answer sessions, presentations, technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Award

Award shall be made as single or multiple awards. Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to place Individual Blanket Orders with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time. The County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form. It is understood by all bidders that these are only estimated quantities, and the County is not obligated to purchase any minimum or maximum amount during the life of this Contract. It is expected that the contracts shall be Indefinite Quantity, Indefinite Delivery Contracts after negotiations.

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the Contract, and any resulting bid protest is resolved, or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- Rejection/disqualification of submittal
- Termination of contracts
- Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Indemnification

Proposer agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor's acceptance and execution of the Contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

General Terms and Conditions

Escambia County, Florida General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety. A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (<http://myescambia.com/business/uniform-contract-format>) or by telephoning the Office of Purchasing at (850) 595-4980.

All Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the Proposer. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information

See Home Page URL: <http://www.myescambia.com> Click on ON-LINE SOLICITATIONS
Online Vendor Submittal is available via Vendor Registry. Use the following link:
<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration>.

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request. All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. If any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Insurance Required

The Respondent shall secure and maintain at all times during the term of this agreement, without cost or expense to the County of Escambia, policies of insurance insuring the Respondent against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the Respondent under the terms and provisions of this agreement:

Level 1 Contractor

Commercial General Liability – in the amount of four million (\$4,000,000.00) dollars aggregate / one million (\$1,000,000.00) dollars per occurrence. **The General Aggregate limit shall either apply separately to the**

resulting contract or shall be at least twice the required occurrence limit.

Protection & Indemnity/Marine Liability-Liability risks associated with the operation of a vessel. Two million (\$2,000,000.00) dollars aggregate/one million (\$1,000,000.00) dollars per occurrence.

Jones Act/Maritime Employer's Liability-Liability for masters and members of the crew. Two million (\$2,000,000.00) dollars aggregate/one million (\$1,000,000.00) dollars per occurrence.

Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, in the amount of four million (\$4,000,000.00) dollars aggregate / one million (\$1,000,000.00) dollars per occurrence. / Any Auto.

Physical damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles

Workers' Compensation – Statutory / Bidder shall provide a policy with employer's liability coverage with limits of not less than one million (\$1,000,000.00) dollars per occurrence for each accident or illness. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice. **Longshoreman and Harbor Workers**- if applicable based on tasks. One million (\$1,000,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars aggregate.

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

Pollution and Remediation Liability/Marine pollution liability, if applicable (MUST BE IN PLACE UPON ACTIVATION) - with limits of not less than four million (\$4,000,000.00) dollars annual aggregate / two million (\$2,000,000.00) dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this RFP. Such coverage shall apply specifically to the scope of services as outline in Exhibit A and shall include, but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work);

Remediation Legal Liability expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof; and

Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the resulting Contract.

Commercial Umbrella/Excess – in the amount of three million dollars (\$3,000,000.00) per Occurrence and in the annual aggregate and in excess of General Liability, Automobile Liability, and employers Liability limits outlined above.

The Hold Harmless Agreement mentioned above is included as an attachment to this RFP. Said Agreements shall be returned with the proposal as detailed in the Submittal Requirements. NOTE: The County reserves the right not to contract with firms that do not provide Workers' Compensation for their employees.

Level II and III Contractors

Commercial General Liability – in the amount of two million (\$2,000,000.00) dollars aggregate / one million (\$1,000,000.00) dollars per occurrence. The General Aggregate limit shall either apply separately to the resulting contract or shall be at least twice the required occurrence limit.

Protection & Indemnity/Marine Liability-Liability risks associated with the operation of a vessel. Two million (\$2,000,000.00) dollars aggregate/one million (\$1,000,000.00) dollars per occurrence.

Jones Act/Maritime Employer's Liability-Liability for masters and members of the crew. Two million (\$2,000,000.00) dollars aggregate/one million (\$1,000,000.00) dollars per occurrence.

Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, in the amount of two million (\$2,000,000.00) dollars aggregate / one million (\$1,000,000.00) dollars per occurrence. / Any Auto.

Physical damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles

Workers' Compensation – Statutory / Bidder shall provide a policy with employer's liability coverage with limits of not less than five hundred thousand (\$500,000.00) dollars per occurrence for each accident or illness. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the County. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice. **Longshoreman and Harbor Workers**- if applicable based on tasks. One million (\$1,000,000.00) dollars per occurrence and two million (\$2,000,000.00) dollars aggregate.

Requirements for bidders that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

Pollution and Remediation Liability/Marine pollution liability, if applicable (MUST BE IN PLACE UPON ACTIVATION) - with limits of not less than four million (\$4,000,000.00) dollars annual aggregate / two million (\$2,000,000.00) dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this RFP. Such coverage shall apply specifically to the scope of services as outline in Exhibit A and shall include, but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work);

Commercial Umbrella/Excess – in the amount of Five million dollars (\$5,000,000.00) per Occurrence and in the annual aggregate and in excess of General Liability, Automobile Liability, and employers Liability limits outlined above.

The Hold Harmless Agreement mentioned above is included as an attachment to this RFP. Said Agreements shall be returned with the proposal as detailed in the Submittal Requirements. NOTE: The County reserves the right not to contract with firms that do not provide Workers' Compensation for their employees.

All Contractors

Pollution and Remediation Liability (MUST BE IN PLACE UPON ACTIVATION) - with limits of not less than four million (\$4,000,000.00) dollars annual aggregate / two million (\$2,000,000.00) dollars per occurrence, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion the work as out lined in this RFP. Such coverage shall include, but not be limited to Pollution Legal Liability (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work);

Remediation Legal Liability/Expense expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment or neutralization of a condition arising from the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants into or upon land, the atmosphere or any watercourse or body of water including groundwater at, under or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinance, regulation or statutes or any subsequent amendments thereof; and

Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the County to its final delivery point as specified in the resulting Contract.

All Contractors

Contractor agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Contractor agrees that the

insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing and Contracts Office. This certificate shall be dated and show:

- A. The name of the insured Contractor, the specified job by name, name of the insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **County shall be named as an additional insured on Commercial General Liability Insurance and Pollution and Remediation Insurance.**

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-consultant providing such insurance.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Required insurance shall be documented in certificates of insurance. If required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

- Indicate that Escambia County is an additional insured on the general liability policy.
- Include a reference to the project and the Office of Purchasing number.
- Disclose any self-insured retentions more than \$1,000.
- Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Purchasing Manager
Office of Purchasing
213 South Palafox Place, 2nd Floor
Pensacola, FL 32502
Fax (850) 595-4805

- Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by

any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested. For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Definitions

1. **Abandoned Vehicles** – Registered vehicles including passenger cars and trucks, motor homes, and motorcycles that have been displaced by a disaster event.
2. **Abandoned Vessels** – Registered vessels including boats and personal watercraft that have been displaced by a disaster event.
3. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager.
4. **Automated Debris Management System (ADMS)** -- An ADMS is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster event. The County may request its debris monitoring contractor to utilize an ADMS for debris operations.
5. **CFR** – Code of Federal Regulations.
6. **Chipping or Mulching**: The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75%, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
7. **Contract** – shall mean the fully executed document resulting from this ITN
8. **County** – Escambia County, Florida
9. **County Debris Manager** – The County will designate a County Debris Manager. The County Debris Manager shall mean the County Debris Manager and his/her Authorized Representatives who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
10. **County Designated Final Disposal Site** – Final disposal sites or end users as designated and approved in writing by the County.
11. **Dead Animal Carcasses** – Dead animal carcasses shall consist of livestock, pets, or other animals that are deceased because of a disaster event and represent a threat to public health and safety.
12. **Debris** – Items and materials broken, destroyed, or displaced by a natural or manmade federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
13. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPF).
14. **Debris Monitoring** – Actions taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
15. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
16. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the Contract. Term includes primary contractor(s), subcontractors, and individual crews.
17. **Demobilization** – Following the completion of services provided under the resulting Contract, the

Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Contractor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

18. **Demolition** – The act or process of reducing a structure, as defined by the State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
19. **Disaster Specific Guidance (DSG)** – DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
20. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the County to the Contractor) of the Public Assistance grant program, FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency prior to or during a debris removal project.
21. **Eligible Construction and Demolition Debris**—FEMA Publication FP- 104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structure such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor covering, window coverings, plastic pipe, concrete, fully cured asphalt, heating , ventilation and air conditioning systems and their component, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - a. Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way
 - b. Debris removal must be the legal responsibility of the applicant
 - c. Debris must be a result of the major disaster event
22. **Eligible E-waste Items** – E-waste items shall include televisions, computers, computer monitors, and microwaves that have been damaged or destroyed as a direct result of a disaster. If deemed necessary, the County may expand the definition of e-waste Items (if so, such notice will be provided to the Contractor in writing).
23. **Eligible Hazardous Hanger** – A hazardous hanger is a limb that poses a significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:
 - a. The limb is two (2) inches of greater in diameter when measured at the break
 - b. The limbs or branches extend over the public ROW
 - c. The limbs or branches pose an immediate threat
 - d. The Applicant removes the hazard from the public ROW
24. **Eligible Hazardous Leaning Tree** – A tree is considered hazardous when the tree’s present state is caused by a disaster, the tree poses a significant threat to public safety, and the tree is six (6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- a. The tree has a split trunk
- b. The tree has a broken canopy
- c. The tree is leaning at an angle greater than thirty (30) degrees

25. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all the following criteria are met:

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

26. **Eligible Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

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

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

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

28. **Eligible Vegetative Debris** – As outlined in FEMA Publication FP-104-009-2, vegetative debris consists of whole trees, tree stumps tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

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

29. **Eligible White Goods** – As outlined in FEMA Publication FP-104-009-2, white goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated disaster area and be removed from an Eligible applicant's

improved property or ROW

- b. White goods removal must be the legal responsibility of the applicant
- c. White goods must be a result of the major disaster event

- 30. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a Governor declared disaster. This program is administered by the Federal Highway Administration.
- 31. **EPA** – United States Environmental Agency
- 32. **FDEP** – United Florida Department of Environmental Protection
- 33. **FDH** – Florida Department of Health
- 34. **FDOT** – Florida Department of Transportation
- 35. **FEMA** – Federal Emergency Management Agency
- 36. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all previous policies and publication for disaster declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
 - a. Eliminating immediate threats to lives, public health and safety
 - b. Eliminating immediate threats of significant damage to improved public or private property
 - c. Ensuring the economic recovery of the affected community to the benefit of the community-at-large
- 37. **FHWA** – Federal Highway Administration
- 38. **Force Account Labor** – Labor performed by the applicant’s permanent, full time or temporary employees.
- 39. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 40. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred because of a particular action or transaction.
- 41. **ITN** – Invitation to Negotiate
- 42. **Moving Ahead for Progress in the 21st Century (MAP 21)**—In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
- 43. **Mutual Aid Agreement** – A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-00902, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- 44. **OSHA** – Occupational Safety and Health Administration

45. **PPE** – Personal Protective Equipment, may also be referred to as “Safety Gear”
46. **RACM** – Regulated Asbestos Containing Material
47. **RCRA** – Resource Conservation and Recovery Act
48. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
49. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
50. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
51. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
52. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
53. **ROE** – Right-of-entry
54. **ROW** – Right-of-way
55. **RRC** – Rapid Response Crew
56. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
57. **State** – State of Florida
58. **TSDf** – Hazardous Waste Treatment, Storage and Disposal Facility
59. **Temporary Debris Management Site** – Temporary Debris Management Sites (DMS) are locations designated by the County for the storage and reduction of disaster related debris.
60. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
61. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

Exhibit A
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]

1. Equal Employment Opportunity (41 C.F.R. Part 60). During the performance of this Agreement, 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 steps 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 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 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the non-discrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further 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 foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of \$2,000].

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of \$2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as 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 compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

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

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation: liability for unpaid wages: liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of \$150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a "covered transaction" as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of \$100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment {31 U.S.C. § 1352}.**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office 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 shall 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 recipient who in turn will forward the certifications to the awarding agency.

8. Procurement of Recovered Materials.

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Access to Records.

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA administrator or his authorized representatives access to construction or other worksites pertaining to the work being completed under the Agreement.

In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

OHS Seal, Logo, and Flag. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

Compliance with Federal Law, Regulations, and Executive Orders. Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

No Obligation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31

U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

Rights to Inventions. If the federal award meets the definition of a "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

Figure 1 – FEMA Stump Conversion Table

Stump Conversion Table**Diameter to Volume Capacity**

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

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

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

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

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

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

SIGN AND RETURN THIS FORM

ESCAMBIA COUNTY, FLORIDA

Invitation to Negotiate

DEBRIS HAULING SERVICES FOR
ESCAMBIA COUNTY
SolicitationNumber PD 20-21.037

Solicitation

Offers may not be withdrawn within **90** days after solicitation closing.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:

Bid Bond Attached:

\$ _____

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

** Failure to execute this Form binding the firm shall result in the proposal being rejected as non-responsive.*

Note: The County will evaluate the price proposals from Proposers that the County determines to be at Level III separately from price proposals from companies the County determines to be at Levels I and II.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type with Operator	Hourly Equipment Rate
Air Curtain Burner, Self-Contained System	
Bobcat Loader	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D6 or Equivalent	
Dozer, Tracked, D7 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 10 CY-17 CY	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator, 16 to 100 kW, List kW Capacity	
Generator, 210 to 350 kW, List kW Capacity	
Generator, 1,100 to 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, .5 Ton	
Skid-Steer Loader, 1,000 LB Capacity	
Skid-Steer Loader, 2,000 LB Capacity	
Tub Grinder, 800 to 1,000 HP	
Track Hoe – John Deere 690 or Equivalent	
Truck, Flatbed	
4 Wheel Drive Lift for Tower	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	
Equipment Type with Operator	Hourly Equipment Rate
Wheel Loader, 2.5 CY, 950 or Similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	
Wheel Loader, 4.5 CY, 980 or Similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flag Person	
Bonded and Certified Security Personnel	
Other – Please List	
Crew Category	Hourly Labor Rate
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	
Other – Please List	

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

1	ROW Vegetative Debris Removal	Estimated Quantity	\$ Per CY	Total			
	Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DMS or County Designated Final Disposal Site.						
	0 - 14.99 miles				4,036,530	\$	\$
	15 - 29.99 miles				1,718,400	\$	\$
	30 - 44.99 miles				5,770	\$	\$
	45 miles or greater				5,770	\$	\$
							\$
2	ROW C&D Debris Removal	Estimated Quantity	\$ Per CY	Total			
	Work consists of the collection and transportation of eligible C&D debris on the ROW to a County approved DMS or County Designated Final Disposal Site.						
	0 - 29.99 miles				1,297,450	\$	\$
	30 - 59.99 miles				123,980	\$	\$
	60 - 89.99 miles				14,420	\$	\$
	90 - 119.99 miles				1,440	\$	\$
	120 - 149.99 miles				1,440	\$	\$
	150 - 179.99 miles				1,440	\$	\$
180 miles or greater	1,440	\$	\$				
			\$				

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

3	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	\$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	\$	\$
	30 - 59.99 miles	20,000	\$	\$
	60 - 89.99 miles	20,000	\$	\$
	90 - 119.99 miles	10,000	\$	\$
	120 - 149.99 miles	10,000	\$	\$
	150 - 179.99 miles	5,000	\$	\$
	180 miles or greater	5,000	\$	\$
				\$
4	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	\$ Per CY	Total
	Work consists of the decommissioning, demolition and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.			
	0 - 29.99 miles	5,000	\$	\$
	30 - 59.99 miles	20,000	\$	\$
	60 - 89.99 miles	20,000	\$	\$
	90 - 119.99 miles	10,000	\$	\$
	120 - 149.99 miles	10,000	\$	\$
	150 - 179.99 miles	5,000	\$	\$
	180 miles or greater	5,000	\$	\$
				\$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

5	DMS Site Management and Reduction of Vegetative Debris Through Grinding	Estimated Quantity	\$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through grinding.			
		3,459,882	\$	\$
6	DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators	Estimated Quantity	\$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through air curtain incinerators.			
		1,153,294	\$	\$
7	DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning	Estimated Quantity	\$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible vegetative disaster related debris through controlled open burning.			
		1,153,294	\$	\$
8	DMS Site Management and Reduction of Construction and Demolition Debris Through Compaction	Estimated Quantity	\$ Per CY	Total
	Work consists of managing and operating DMS and reducing eligible construction and demolition disaster related debris through compaction.			
		1,441,610	\$	\$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

9	Haul-out of Reduced Eligible Vegetative Debris to a County Designated Final Disposal Site			
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	8,650	\$	\$
	15 - 29.99 miles	43,250	\$	\$
	30 - 44.99 miles	60,550	\$	\$
	45 - 59.99 miles	103,800	\$	\$
	60 - 99.99 miles	129,750	\$	\$
	100 - 199.99 miles	173,000	\$	\$
	200 miles or greater	346,000	\$	\$
				\$
10	Haul-out of Reduced Eligible Compacted Construction and Demolition Debris to a County Designated Final Disposal Site			
	Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	7,210	\$	\$
	15 - 29.99 miles	36,040	\$	\$
	30 - 44.99 miles	50,460	\$	\$
	45 - 59.99 miles	86,500	\$	\$
	60 - 99.99 miles	108,120	\$	\$
	100 - 199.99 miles	144,160	\$	\$
	200 miles or greater	188,320	\$	\$
				\$
11	Removal of Hazardous Trees and Limbs			
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Element 2, ROW Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
	6 inch to 12.99 inch diameter	300	\$	\$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE				
Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.				
	13 inch to 24.99 inch diameter	200	\$	\$
	25 inch to 36.99 inch diameter	100	\$	\$
	37 inch to 48.99 inch diameter	100	\$	\$
	49 inch and larger diameter	50	\$	\$
	Hanger Removal (per Tree)	12,000	\$	\$
				\$
12	Removal of Hazardous Stumps	Estimated Quantity	\$ Per Stump	Total
	Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS or County Designated Final Disposal Site. Contractor to backfill all stump holes.			
	24 inches to 36.99 inch diameter			
	37 inch to 48.99 inch diameter			
	49 inch and larger diameter			
				\$
13	Household Hazardous Waste Removal, Transport, and Disposal	Estimated Quantity	\$ Per Ton	Total
	Work consists of the removal, transportation and disposal of eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.			
		2.5	\$	\$
14	Abandoned Vehicle Removal, Transport, and Disposal	Estimated Quantity	\$ Per Unit	Total
	Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.			
		250	\$	\$
15	Abandoned Vessel Removal, Transport, and Disposal	Estimated Quantity	\$ Per LF	Total
	Work consists of the removal of eligible abandoned vessels in areas identified and approved by the County and subsequently transported to a County approved staging area.			
	Vessels on Land up 17.99 feet in length	1500	\$	\$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

	Vessels on Land 18 to 34.99 feet in length	750	\$	\$			
	Vessels on Land 35 feet to 51.99 feet in length	250					
	Vessels on Land 52 feet or greater in length	N/A	Case by Case				
	Vessels in Water up to 17.99 feet in length	1,000					
	Vessels in Water up to 34.99 feet in length	250					
	Vessels in Water up to 51.99 feet in length	250					
	Vessels in Water 52 feet or greater in length	N/A	Case by Case				
16	Management and Operation of Staging Areas for Vehicles and Vessels	Estimated Quantity	\$ Per Day				
	Work consists of managing and operating staging areas for the acceptance and staging of eligible abandoned vehicles or vessels.						
		120	\$	\$			
17	ROW White Goods Debris Removal	Estimated Quantity	\$ Per Unit	Total			
	Work consists of the removal of eligible white goods from the ROW to a designated County approved DMS. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the designated County approved DMS to a County designated facility for recycling. County to retain any revenue resulting from recycling efforts.						
	Collection of white goods and transportation to County designated DMS or Final Disposal Site				550	\$	\$
	Freon removal from eligible freon containing white goods				250	\$	\$
				\$			

SCHEDULE 2 – UNIT RATE PRICE SCHEDULE				
<p>Reference to RFP Scope of Services Items 1 to 23. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.</p>				
18	E-waste Item Removal			
	Work consists of the recovery and disposal of eligible e-waste such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	Estimated Quantity	\$ Per Unit	Total
		500	\$	\$
19	Dead Animal Carcasses			
	Work consists of the recovery and disposal of eligible dead animal carcasses.	Estimated Quantity	\$ Per Ton	Total
	Animals on Land (can be collected on shore or from shoreline)	2.5	\$	\$
	Animals or fish in Waterway (collected from barge or boat)	2.5	\$	\$
20	Eligible ROW Sand Removal			
	Work consists of the collection of Eligible ROW debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand to a County approved beach, and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	140,000	\$	\$
	15 - 29.99 miles	20,000	\$	\$
	30 - 59.99 miles	5,000	\$	\$
	0 - 14.99 miles	50,000	\$	\$
	15 - 29.99 miles	5,000	\$	\$
	30 - 59.99 miles	2,000	\$	\$
				\$
		390,000	\$	\$

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 25. All pricings shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

21	Eligible Private Property Sand Removal			
	Work consists of the collection of Eligible Private Property debris laden sand, transportation to a processing screen, processing of sand through a screen, maintenance of the sand-piles, transportation of screened sand back to the original private property collection location and shaping sand to final grade. Note: mileage tiers listed below are based on clean sand delivery miles	Estimated Quantity	\$ Per CY	Total
	0 - 14.99 miles	50,000	\$	\$
	15 - 29.99 miles	5,000	\$	\$
	30 - 59.99 miles	2,000	\$	\$
				\$
		390,000	\$	\$
22	Beach Scrape and Clean			
	Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a County beach and shaping sand to final grade.	Estimated Quantity	\$ Per CY	Total
		390,000	\$	\$
23	Eligible Waterway Debris Removal			
	Work consists of the collection and transportation of eligible waterway debris to a County approved DMS or County Designated Final Disposal Site. Land based debris removal consists of collecting debris from bank or shoreline. Water based debris consists of collecting debris from a boat or barge.	Estimated Quantity	\$ Per CY	Total
	Land based debris removal	25,000	\$	\$
	Water based debris removal	25,000	\$	\$
				\$
		1,380,000	\$	\$
		Total:	\$	

SERVICES PROVIDED AT NO ADDITIONAL COST:

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA, the state emergency management agency, or other agencies for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

The undersigned affirms they are duly authorized to represent this firm, that this bid has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business

Name (please print)

Address

Signature

City, State, Zip Code

E-mail

Office Phone

Fax Number

(Seal - if bid is by corporation)

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

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

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document
No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Page 2 of 2
Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

Verified by: _____ Date: _____



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

May 23, 2022

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 21-22.076 Escambia County Debris Hauling Solicitation

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the correct Invitation to bid document and specifications document.

The meeting dates and times are rescheduled to the following.

Pre-solicitation Meeting: June 6, 2022, 1:00 p.m.

Bid Opening: July 7, 2022, 2:00 p.m.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

David Miller

David Miller
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

DWM



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

May 25, 2022

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 21-22.076 Escambia County Debris Hauling Solicitation

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for a clarification regarding the correct Invitation to bid document and specifications document.

Vendor questions on SCHEDULE 2 - UNIT RATE PRICE SCHEDULE:

1. Cant the County confirm that tipping fees will be a passthrough expense where the contractor pays the fee and bills the County at direct cost with no mark up?

ANSWER: There will be no markup on the tipping fee.

2. The quantity on line item 15 is hard to make out. Can the County confirm the quantity for this?

ANSWER: Line 15 quantity should be 1,500 linear feet.

3. There are estimated quantities at the bottom of line items 20,21 and 23 with no corresponding information to price. Can the County explain what these numbers are for?

ANSWER: These estimated quantities are typos, please disregard.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

David Miller

David Miller
Purchasing Coordinator



Board of County Commissioners

Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

DWM



Board of County Commissioners Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

May 25, 2022

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 21-22.076 Escambia County Debris Hauling Solicitation

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides for a clarification regarding the correct Invitation to bid document and specifications document.

The cover page is showing the incorrect PD number. This is to clarify that PD 21-22.076 Escambia County Debris Hauling Solicitation supersedes PD 21-22.037 Escambia County Debris Hauling Solicitation.

Pre-Solicitation Meeting – June 06, 2022 at 1:00 p.m. [CLICK HERE](#)

Bids Due – July 07, 2022 at 2:00 p.m. [CLICK HERE](#)

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

David Miller

David Miller
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____



Board of County Commissioners
Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

June 7, 2022

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 21-22.076 Escambia County Debris Hauling Solicitation

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 5 provides for a clarification regarding the correct Invitation to bid document and specifications document.

Addition 4 - Notice in place about error uploading addendum

Addendum 4 adds the Conflict of Interest Statement Form and Byrd Act Certification Form to the Vendor Registry.

In Proposal Submission Section Page 21, Tab 1, paragraph 2 – Letter “g” is repeated. After the first “g”, the second “g” should be “h” and the ending “h” should be “i”

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

David Miller

David Miller
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

DWM

Schedule 1 - Houly Equipment and Labor	First Bid Rate At or Above Low Fence
Equipment Type with Operator:	\$ Per Hour
Air Curtain Burner, Self Contained System	\$75.00
Bobcat Loader	\$105.00
50' Bucket Truck	\$160.00
Crash Truck w/Impact Attenuator	\$114.71
Dozer, Tracked, D4 or Equivalent	\$118.00
Dozer, Tracked, D6 or Equivalent	\$152.24
Dozer, Tracked, D7 or Equivalent	\$165.00
Dozer, Tracked, D8 or Equivalent	\$195.00
Dump Truck, 10 CY-17 CY	\$82.00
Dump Truck, 18 CY-20 CY	\$103.53
Dump Truck, 21 CY-30 CY	\$115.00
Generator, 16 to 100kW, List kW Capacity	\$65.00
Generator, 210 to 350 kW, List kW Capacity	\$229.38
Generator, 1,100 to 2,500 kW, List kW Capacity	\$310.00
Light Plant with Fuel Support	\$40.00
Grader w/12' Blade	\$155.00
Hydraulic Excavator, 1.5 CY	\$120.00
Hydraulic Excavator, 2.5 CY	\$135.00
Knuckleboom Loader	\$190.00
Lowboy Trailer w/Tractor	\$135.00
Mobile Crane up to 15 Ton	\$175.00

Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	\$67.00
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel & Support Personnel)	\$110.00
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel & Support Personnel)	\$175.00
Vac Truck (Mist Capacity), List Capacity	\$185.00
List Capacity	
Pickup Truck, .5 Ton	\$22.00
Skid-Steer Loader, 1,000 LB Capacity	\$105.00
Skid-Steer Loader, 2,000 LB Capacity	\$120.00
Tub Grinder, 800 to 1,000 HP	\$544.88
Track Hoe - John Deere 690 or Equivalent	\$137.50
Truck, Flatbed	\$85.00
4 Wheel Drive Lift for Tower	\$53.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	\$98.11
Wheel Loader, 2.5 CY, 950 or Similar	\$145.00
Wheel Loader, 3.5 - 4.0 CY, 966 or Similar	\$145.00
Wheel Loader, 4.5 CY, 980 or Similar	\$160.00
Wheel Loader-Backhoe, 1.0 - 1.5 CY	\$105.00
Other: Self Loading Truck/Trailer	\$295.00
Labor Category:	
Operations Manager w/Cell Phone and Pickup	\$93.00
Crew Foreman w/Cell Phone and Pickup	\$72.88
Tree Climber/Chainsaw and Gear	\$90.00

Laborer w/Chain Saw	\$48.63
Laborer w/Small Tools, Traffic Control, or Flagperson	\$39.00
Bonded and Certified Security Personnel	\$65.00
Other: Equipment Operator	\$55.00
Crew Category:	
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman w/ Support Vehicle and Small Equipment, Laborer w/Chainsaw, and 2 Laborers w/Small Tools	\$375.00

Schedule 2 - Unit Rate Price Schedule	First Bid Rate At or Above Low Fence
2 ROW Vegetative Debris Removal	\$ Per CY
0 - 14.99 miles	\$7.75
15 - 29.99 miles	\$8.10
30 - 44.99 miles	\$8.45
45 miles or greater	\$9.50
3 ROW C&D Debris Removal	\$ Per CY
0 - 29.99 miles	\$8.00
30 - 59.99 miles	\$9.10
60 - 89.99 miles	\$9.90
90 - 119.99 miles	\$10.00
120 - 149.99 miles	\$10.50
150 - 179.99 miles	\$14.50
180 miles or greater	\$18.00
4 Demolition Non-RACM Structures	\$ Per CY
0 - 29.99 miles	\$14.90
30 - 59.99 miles	\$14.90
60 - 89.99 miles	\$14.90
90 - 119.99 miles	\$15.90
120 - 149.99 miles	\$16.90
150 - 179.99 miles	\$16.90
180 miles or greater	\$18.00
5 Demolition RACM Structures	\$ Per CY
0 - 29.99 miles	\$15.90
30 - 59.99 miles	\$29.00
60 - 89.99 miles	\$31.50
90 - 119.99 miles	\$34.00
120 - 149.99 miles	\$36.50

150 - 179.99 miles	\$20.00
180 miles or greater	\$21.00
6 DMS Site MGT and Reduction Through Grinding	\$ Per CY
	\$3.50
7 DMS Site MGT and Reduction Through ACI	\$ Per CY
	\$3.00
8 DMS MGT and Reduction Through Open Burning	\$ Per CY
	\$1.90
9 DMS MGT and Reduction of C&D Debris Through Compaction	\$ Per CY
	\$2.50
10 Haul-out of Vegetative Debris to Final Disposal Site	\$ Per CY
0 - 14.99 miles	\$4.75
15 - 29.99 miles	\$5.71
30 - 44.99 miles	\$6.95
45 - 59.99 miles	\$7.50
60 - 99.99 miles	\$7.50
100 - 199.99 miles	\$7.50
200 miles or greater	\$7.50
11 Haul-out of Compacted C&D Debris to Final Disposal Site	\$ Per CY
0 - 14.99 miles	\$4.95
15 - 29.99 miles	\$5.95
30 - 44.99 miles	\$6.95
45 - 59.99 miles	\$7.95
60 - 99.99 miles	\$8.00
100 - 199.99 miles	\$6.50
200 miles or greater	\$6.75
12 Removal of Hazardous Trees and Limbs	\$ Per Tree
6 inch to 12.99 inch diameter	\$60.00
13 inch to 24.99 inch diameter	\$125.00
25 inch to 36.99 inch diameter	\$197.00
37 inch to 48.99 inch diameter	\$295.00
49 inch and larger diameter	\$395.00
Hanger Removal (per Tree)	\$74.00
13 Removal of Hazardous Stumps	\$ Per Stump

24 inch to 36.99 inch diameter	\$265.00
37 inch to 48.99 inch diameter	\$395.00
49 inch and larger diameter	\$525.00
14 HHW Removal, Transport and Disposal	
	\$ Per Ton
	\$700.00
15 Abandoned Vehicle Removal	
	\$ Per Unit
	\$205.00
16 Abandoned Vessel Removal	
	\$ Per LF
Vessels on Land up 17.99 feet in length	\$44.00
Vessels on Land 18 to 34.99 feet in length	\$44.00
Vessel on Land 35 feet to 51.99 feet in length	\$25.00
Vessels on Land 52 feet or greater in length	
Vessels on Water up 17.99 feet in length	\$90.00
Vessels on Water 18 to 34.99 feet in length	\$92.00
Vessel on Water 35 feet to 51.99 feet in length	\$348.25
Vessels on Water 52 feet or greater in length	
17 Management and Operation of Staging Areas for Vehicles and Vessels	
	\$ Per Day
	\$990.00
18 ROW White Goods Debris Removal	
	\$ Per Unit
Collection of white goods and transportation to County designated DMS or Final Disposal Site	\$50.00
Freon removal from eligible freon containing white goods	\$44.75
19 Ewaste Item Removal	
	\$ Per Unit
	\$30.00
20 Dead Animal Carcasses	
	\$ Per Ton
Animals on Land (can be collected on shore or shoreline)	\$1,000.00
Animals or Fish in Waterway (collected from barge or boat)	\$1,750.00
21 Eligible ROW Sand Removal	
	\$ Per CY
0 - 14.99 miles	\$15.10
15 - 29.99 miles	\$15.23
30 - 59.99 miles	\$20.00
22 Eligible Private Property Sand Removal	
	\$ Per CY
0 - 14.99 miles	\$16.10

15 - 29.99 miles	\$19.75
30 - 59.99 miles	\$20.00
23 Beach Scrape and Clean	\$ Per CY
	\$13.75
24 Eligible Waterway Debris Removal	\$ Per CY
Land based debris removal	\$41.75
Water based debris removal	\$60.00



EXHIBIT C
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____ (Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$ _____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligee for Contract

No. _____,

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

- 4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Witnesses as to Principal

PRINCIPAL:

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of () physical presence or () online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of () physical presence or () online notarization, this ____ day of _____, 20__ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal"), and

_____ (Insert name, address, and phone number of surety)

_____ (hereinafter called the "Surety"), chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ (\$_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the _____ purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____

Witness

Name: _____

Witness

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of () physical presence or () online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation.

He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Printed)

Notary Public, State of _____

Serial No., If Any: _____

(SEAL)

ATTEST:

Witness

Witness

Witness

Witness

SURETY: _____

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of () physical presence or () online notarization, this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(SEAL)

Notary Public, State of _____

Serial No., If Any: _____

Exhibit D
Federal Contract Compliance.

In the event performance of this Agreement will be funded in whole or in part by federal funds, the Contractor shall comply with the following provisions, as applicable:

[Federally Assisted Construction Contracts]

1. **Equal Employment Opportunity (41 C.F.R. Part 60)**. During the performance of this Agreement, 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 steps 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 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 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, 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 rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 noncompliance with the non-discrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such further 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 foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the US to enter into such litigation to protect the interest of the US.

[Federally Assisted Construction Contracts in excess of \$2,000]

2. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148).**

(a) All transactions regarding this agreement shall be in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 C.F.R. Part 5 as applicable.

(b) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once per week.

[Federally Assisted Contract for Construction or Repair in excess of \$2,000]

3. **Copeland Anti-Kickback Act (40 U.S.C. § 3145).**

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement.

(b) The Contractor or subcontractor(s) shall insert in any subcontracts the clause above and such other clauses as 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 compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as provided in 29 C.F.R. § 5.12.

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

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work described herein which may require the employment of laborers or mechanics shall

require or permit any such employee in any workweek in which he/she is employed to work in excess of forty hours in such workweek unless such employee receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of a violation of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work performed under contract for the District of Columbia or a territory, to such District or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each employee employed in violation of this section, in the sum of \$26 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this section.

(c) Withholding for unpaid wages and liquidated damages. The state or county shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

[Contracts awarded in excess of \$150,000 under a federal grant]

5. **Clean Air Act and Federal Water Pollution Control Act.**

(a) Clean Air Act (42 U.S.C. §§ 7401, et seq.). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal FEMA assistance.

(b) Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal FEMA assistance.

6. **Debarment and Suspension.**

(a) In the event this Agreement is a "covered transaction" as defined in 2 C.F.R. Part. 180 and Part 3000, the contractor is required to verify that the contractor, its principals or affiliates, are not excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).

(b) If applicable, the contractor must comply with 2 C.F.R. Part. 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the state and county. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the state and county, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while any bid or proposal is valid and throughout the period of any Agreement that may arise therefrom. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Contract of \$100,000 or more under a federal grant]

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (**APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING**). Each tier certifies to the tier above that it will not and has not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an office 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 shall 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 recipient who in turn will forward the certifications to the awarding agency.

8. **Procurement of Recovered Materials.**

(a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with a list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.**

(a) The Contractor agrees to provide County, the Federal Emergency Management Agency Administrator, the Comptroller General of the US, or any other authorized representatives access to books, records, documents, and papers of the Contractor which are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

(b) The Contractor agrees to permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. 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 Agreement.

(c) In compliance with the Disaster Recovery Act of 2018, the County and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or Comptroller General of the US.

10. **DHS Seal, Logo, and Flag.** The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of the flags or any likeness of DHS agency officials without prior FEMA approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders.** Contractor hereby acknowledges that all or a portion of this Agreement may be funded by Federal Emergency Management Agency (FEMA) financial assistance. Contractor shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures and directives.

12. **No Obligation.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter arising out of this Agreement.

13. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.

14. **Rights to Inventions.** If the federal award meets the definition of a “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient wishes to enter into contract with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under the “funding agreement,” the recipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.