

WAKULLA COUNTY  
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR  
EMERGENCY DEBRIS MONITORING SERVICES  
RFP 2023-19**

**RFP ADVERTISE DATE: May 11, 2023**  
**RFP RELEASE DATE: May 11, 2023**  
**RESPONSES DUE DATE AND TIME: June 8, 2023 @ 3:00 P.M.**

**MAIL OR DELIVER RESPONSES TO:**  
***(hand-delivery or express mail services)***  
Wakulla County Board of County Commissioners  
ATTN: RFP 2023-19  
3093 Crawfordville Highway  
Crawfordville, FL 32327

**Contact:**  
PROCUREMENT OFFICE  
Patty Taylor  
3093 Crawfordville Highway  
Crawfordville, FL 32327  
850-926-0919  
[ptaylor@mywakulla.com](mailto:ptaylor@mywakulla.com)

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**INTENT AND GENERAL INFORMATION**

Wakulla County, Florida through Requests for Proposals No. 2023-19, is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Monitoring Services. According to the [FEMA Public Assistance Program and Policy Guide](#), FP 104-009-2, June 2020, in order to receive FEMA disaster assistance funding for debris removal must monitor contracted debris removal operations. It may use staff resources, contractors, or a combination of both to monitor debris removal operations. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. There must be no conflict of interest between the monitoring contractor (RFP #2023-19) and the debris removal contractor (RFP #2023-20).

**NOTE: Wakulla County reserves the right to award to multiple vendors.**

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the proposal process of Wakulla County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer’s own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

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Proposers interested in the Work are instructed to submit **three (3) original hard copies and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **June 8, 2023 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the Procurement Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. (Microsoft Word versions of all appendixes can be requested from the Procurement Office.) Proposals received after this date and time will not be considered and shall be returned unopened.

- **Wakulla County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this RFP should be submitted in writing in accordance with the RFP instructions set forth in Section 1.1 of the RFP.

### **SECTION 1.0 SCHEDULE OF EVENTS**

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

***All times listed in the Schedule of Events are Eastern Standard Time (EST).***

| <b><i>Event</i></b>                                | <b><i>Date/Time</i></b>         |
|--|---------------------------------|
| RFP Advertisement Date                             | May 11, 2023                    |
| Release of RFP                                     | May 11, 2023                    |
| Technical Questions Due from Prospective Proposers | May 22, 2023 @ 5:00 P.M.        |
| Responses to technical questions due               | May 25, 2023                    |
| <b>PROPOSALS DUE TO BOCC</b>                       | <b>June 8, 2023 @ 3:00 P.M.</b> |
| Oral Presentations                                 | June 12-13, 2023                |
| Posting of Intended Award                          | June 20, 2023                   |
| Board Consideration of Intended Award              | July 17, 2023                   |
| Posting of Notice of Award                         | July 18, 2023                   |

1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Patty Taylor, Procurement and Contracts Coordinator, at [ptaylor@mywakulla.com](mailto:ptaylor@mywakulla.com).

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued.

**SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **May 11, 2023**.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

**SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)**

- 3.1 **Background:** Wakulla County is a coastal community and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases. Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency and other service traffic.
- 3.2 **Scope of Work:** Wakulla County requests proposals for Emergency Debris Monitoring Services by individuals and/or organization(s) as follows:

**GENERAL**

- Wakulla County requires the support of contract debris monitors following a disaster. The contract monitors are necessary to support the debris removal from public rights-of-way and public property, monitoring the reduction and disposal sites, as well as roving monitors to assure debris management plan and contracts are effectively and efficiently implemented.
- Within 72 hours of notification, the Contractor shall be able to provide adequate number of qualified personnel (all personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States) to monitor 30 debris removal sites and 5 reduction/disposal sites along with associated roving monitors. The Contractor will be required to increase or reduce its staffing from this point depending on severity of debris generating event.

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- The Contractor shall provide all monitors with appropriate personal protective equipment to include but not limited to eye protection, hearing protection, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, State and local requirements.
- The Contractor shall provide a mandatory debris monitor training session for all its supervisors and monitors prior to the start of the first shift.
- The Contractor shall provide all transportation and communication equipment necessary to remain in contact with County and Contractor Staff, and all required logistical support.
- Immediately following the storm, Contractor will establish points of contact with contractors, geographically divide Wakulla County by zone, assign contractors to zones at the direction of the County and identify temporary disposal staging and reduction sites (TDSRS).
- The Contractor will establish a Debris Management Center to include Call Center Hotline for public information.
- All monitoring will be done in compliance with FEMA Guidelines and will abide by any Wakulla County Emergency Management Requirements.
- The Contractor shall reference FEMA procedures to ensure the company is familiar with FEMA requirements prior to beginning work. In particular, the contractor will be guided by the FEMA Public Assistance Debris Monitoring Guide of March 2021 (or a later version should one be published and effective at date and time services are provided.) Presently located on-line at [FEMA Public Assistance Debris Monitoring Guide \(March 2021\)](#).

### **LOADING SITE MONITORING SERVICES**

- The function of the Load Site Monitor is to issue debris load tickets for **eligible** debris cleared and removed at locations designated by the Debris Management Center.
- Contractor shall within 72 hours notification by the County, be prepared to provide qualified on site personnel to monitor debris removal operations at debris loading sites located throughout Wakulla County. Additional sites may be added as debris removal efforts increase. Each loading site will operate up to 14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by County Debris Manager in coordination with the debris removal contractor.
- Citizen Drop-off Sites - Contractor will have Load Site Monitors stations at each citizen drop-off site being operated by the debris removal and disposal Contractor. Citizen drop-off loading sites must be identified by the removal Contractor and coordinated with the County Debris Management Center the day before. A minimum of one Load Site Monitor will be stationed at the actual loading site and will issue a load ticket to each driver in accordance with established procedures that validates where the

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material originated and that it is eligible for pickup. The load ticket must contain a street address and GPS coordinates. The volume of debris hauled will be estimated at the disposal site by the Disposal Site Monitor.

- Contractor shall provide all management, supervision, labor, transportation, safety and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, rights-of-way, and public property within Wakulla County.
- Contractor shall provide a minimum of one Loading Site Monitors per site per day for a 12- 14 hours shift.

### **DEBRIS REDUCTION/DISPOSAL SITE MONITORING SERVICES**

- The function of the Reduction/Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to the reduction/disposal site for processing, storage and disposal. A shift may be up to 14 hours.
- Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet high.

### **ROVING DEBRIS MONITOR SERVICES**

- The function of the Roving Debris Monitor is to verify that only **eligible** debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in Wakulla County.
- The roving monitor(s) must be prepared to operate approximately 10 - 12 hours per day, 7 days per week. Additional roving monitors may be required as needed with approval of the County.
- Contractor shall provide all management, supervision, labor, transportation and equipment necessary to monitor the operations of the debris removal and disposal Contractor, and shall report all safety violations to the County Project Manager.
- Roving Debris Monitors must be capable of spending shifts in an outside environment and be able to climb a staircase ladder of 10 feet or higher.

### **OPERATIONAL REQUIREMENTS**

- **General Operating Procedures** - The County will require a Contractor(s) to remove and transport disaster debris from the public rights-of-way and public property within Wakulla County to designated debris reduction/disposal sites. Each load of eligible debris shall be tracked using a multi-page load ticket. The Contractor shall provide the load tickets to be used. The following guidance provides the basic procedure for completing the load tickets. Revised procedures, if necessary, may be established by the Contractor, in coordination with the County, and shall be followed by the Contractor in lieu of the following procedure.

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- **Load Ticket Section 1** - The Debris Load Site Monitor will be responsible for completing the appropriate information on the load ticket. The Load Site Monitor will retain one copy of the load ticket and give the remaining copies to the truck driver. The Debris Load Site Monitor will maintain a log that contains the information required in the Reporting Section.
- **Load Ticket Section 2** - The Reduction/Disposal Site Monitor is responsible for completing the remaining sections of the load ticket. The Reduction/Disposal Site Monitor will verify that all required information is completed by the Loading Site Monitor. After verifying that Section 1 is complete, the monitor in the inspection tower will make an estimate of the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on the side of the truck or trailer. That number should be validated with the volume stated in Section 1.
- The Reduction/Disposal Site Monitor will indicate the name of the debris reduction site and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the Debris Reduction/Disposal Site Monitor will sign in the designated block. The Reduction/Disposal Site Monitor will retain one copy of the load ticket and give the remaining copies to the Debris Removal Contractor's representative at the reduction/disposal site. The Reduction/Disposal Site Monitor's copy will be turned into their supervisor at the end of each day. These are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction/disposal site Contractor and to the debris hauling Contractor. The reduction/Disposal Site Monitor will maintain an appropriate log.
- **Operational Requirements of Roving Monitor(s)**
  - The Roving Monitor(s) will provide oversight of all debris removal and disposal operations provided by the debris removal and disposal contractor.
  - The Roving Monitor(s) will be the "eyes and ears" in the field for the Contractor. Therefore, their observations and reports must be backed up with digital photographs whenever possible.
  - The Roving Monitor(s) are expected to make multiple visits to all loading sites and disposal sites on a random daily basis.

### **REPORTING**

- The Loading Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor shall also be responsible for entering all data into a daily and master spread sheet, preferably in Microsoft Office Access, as well as maintaining original load tickets and logs. Daily summaries will be submitted to the County within one day. Additionally, all finalized data and tickets will be provided to the County upon completion of the project.



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- The Loading Site Monitors will also maintain a daily log including the following information:
  - Loading Site Monitor's Name
  - Supervisor's Name
  - Number of Load Tickets issued during the shift
  - Starting load ticket # \_\_\_\_\_ Ending load ticket # \_\_\_\_\_
  - Any problems encountered or anticipated
  - Debris site delivered to
- The Reduction/Disposal Site Monitor will turn in their copy of the load ticket to their supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the County no later than 10:00 a.m. the following day.
- The Reduction/Disposal Site Monitors will maintain a daily log that contains the following information:
  - Debris reduction/disposal site location
  - Reduction/Disposal Site Monitor's Name
  - Supervisor's Name
  - Truck/trailer number and volume of debris hauled into the site
  - Cumulative total of debris delivered at the site during the shift
  - Any problems encountered or anticipated
- The Roving Monitor(s) will be responsible for completing the Debris Removal/Loading Site Monitoring Checklist provided by the County Debris Management Center. Report will be submitted to immediate supervisor on a daily basis.
- The Roving Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The Supervisor will keep County Debris Manager informed of situations that impact the execution of the debris removal contract.
- The supervisor will collect all written reports and provide a copy to the County Debris Manager by 5:00 p.m. the following day.
- The Contractor will provide Monitors with a means of communications (cell phones, radio, etc.) to contact their supervisor or the Debris Management Center in the event of any problems that occur. Monitors should not argue with truck drivers or other Contractor personnel. They are advised to wait until a supervisor arrives on site to resolve the problem.

### **TRUCK CERTIFICATION**

- Contractor, measures, records, and photo documents debris hauling trucks. Truck

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capacity is data- based. Capacity database drives office data preparation for FEMA project worksheet generation.

- Trucks are assigned a unique number. If truck is re-measured it must receive a new number. Truck number and capacity are clearly labeled on all trucks retained by Wakulla County to remove debris.
- Hard and electronic copies of truck certification are filed on behalf of Wakulla County for FEMA and other federal audits.

### **BEACH RESTORATION**

- Contractor will assist in the development of a beach restoration program. This includes cost and quality analysis of various sand sources and recovery methods.
- Contractor will monitor the recovery and screening of debris laden sand, and placement of clean-sand back onto the beach. If more cost effective, Contractor will monitor the transportation of sand from a remote source to restore the beach. Ticketing and documentation will be tailored to Wakulla County's beach re-nourishment contract. Ticketing will be conducted and data-based using the same QA/QC procedures utilized with debris removal monitoring.
- Documentation of the work will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

### **HAZARDOUS TREE REMOVAL**

- Contractor monitors are trained to identify dangerous hanging limbs, leaning trees and uprooted stumps that present an imminent threat to public health and safety and report the location of same to the County Monitor. The County Monitor will determine and advise if further documentation is required (pictures, measurements, location, etc.).

### **DEMOLITION PROGRAMS**

- If necessary, Contractor will work with Wakulla County to implement a demolition program for structures destroyed by an event.
- Contractor will ensure that all County ordinances are followed and that all necessary documentation is collected and recorded.
- Contractor will serve as the liaison between demolition contractors, FEMA, building inspectors, and the Florida Department of Environmental Protection. Demolition and debris removal will be monitored according to Wakulla County's contract. The selected company shall coordinate with the County to set up a system of forms to be used in

the event of activation of this contract.

- Documentation of demolition program will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation. The Contractor will provide assistance to the County as needed in completing any and all forms necessary for reimbursement from State or Federal agencies.
- Contractor will work with Wakulla County and FEMA to identify scopes of work to remove vegetative hazards.
- Vegetative hazard removal will be monitored according to Wakulla County's Debris Removal contract.
- Documentation of vegetative hazard removal will be data-based and filed as support documentation for FEMA reimbursement and contractor invoice reconciliation.

#### **RIGHT OF ENTRY WORK**

- Sand recovery, vegetative hazard removal and demolition programs often times require for a County to instruct its contractors to perform work on private property. If this is necessary in Wakulla County, Contractor will:
  - Manage the administration, mailing and collection of Right of Entry documentation.
  - Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
  - Monitor and document the work for reimbursement and reconciliation purposes.
  - Serve as Wakulla County's public relations representative on site as work is being performed.

#### **PUBLIC INFORMATION**

- Contractor will provide the necessary labor and equipment to operate a call center to communicate a consistent message regarding the debris removal progress and programs to Wakulla County residents.
- Contractor will assist Wakulla County public information staff in preparing public service announcements and other media as necessary.

#### **REIMBURSEMENT APPEALS**

- Contractor will assist the County in preparing appeals for any funds that are deemed non-reimbursable by FEMA.

#### **SAFETY**

- The Contractor's Loading Site Monitors and Reduction/Disposal Site Monitors must

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wear required safety equipment, as needed, whenever on the site. The following are mandatory: hard hat, reflective vest, work boots, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

- The Contractor will maintain a telephonic contact list at each loading site and reduction/disposal site of the Contractor's supervisor, County Debris Manager, County Debris Management Center and nearest fire, police and emergency medical facilities.
- The Contractor will ensure that Contractor personnel adhere to the debris reduction site Contractor's safety requirements.

### **OTHER CONSIDERATIONS**

- The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract.
- The Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County Debris Management Center before commencing work.
- The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost.
- The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on Wakulla County by any regulatory agency or by any third party as a result of noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors or any other persons, corporations or legal entities retained by the Contractor under this contract.
- **Meetings** - The Contractor must attend any and all meetings required by County Debris Manager to evaluate the performance of all monitors.
- **Quality Assurance** - The Contractor must provide sufficient personnel and management

to assure the policies and procedures of work meets the requirements and intent of this contract. The work will be closely monitored.

- 3.3 **Grant Requirements** - In order to comply with federal grant regulations, additional rules and regulations will apply. See the [FEMA Public Assistance Program and Policy Guide](#), FP 104-009-2, June 2020.
- Proposers should visit the [FEMA Public Assistance Web Page](#) and review the FEMA requirements for providing monitoring services.

## **SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS**

### **4.1 Overview**

- 4.1.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible in accordance with Sec. 2.255(c) of the Wakulla County Code of Ordinances.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.

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- b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
  - c. Individual shall show the Proposer's name and business address.
  - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed in ink below the signatures.
- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.
- 4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

### **4.2 Proposal Construction**

Proposer will construct its Proposal in the following format as outlined. A divider must separate each section as prescribed.

#### **TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM No. 1)**

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

**TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM No. 2)**

This summary should be no more than three (3), front and back, pages. Include Form 2, Qualification Application and Questionnaire. Additional pages may be added to Form 2 if needed.

**TAB 3 – LETTERS OF REFERENCE (FORM No. 3)**

Include three reference letters from similarly situated communities or local governments dated 2016 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

**TAB 4 – KEY STAFF**

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the County. Include behind the summary a resume of each staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person).

**TAB 5 – APPROACH**

Include a detailed description of how your organization will approach the services being requested

**TAB 6 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS**

The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure
- Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
- Form No. 13 E-Verify Certification
- Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 16 System for Award Management Form
- Form No. 17 Byrd Anti-Lobbying Amendment Form
- Form No. 18 Cost Proposal

**Please note any concerns with the proposed contract on Form No. 15.** Any comments that are included on this form regarding the contract documents will be forwarded to the legal

department for review. The County's acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

### **COST PROPOSAL**

**Cost Proposal shall be in a separate sealed envelope/package.** Each Proposer must complete and submit the Cost Proposal Form set forth in Form No. 18. Proposers, please submit one cost proposal (Form 18) in a separate, clearly marked envelope with your submission.

### **SECTION 5.0 PROPOSAL OPENING**

5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by addendum.

### **SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS**

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.



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6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

| CRITERIA   | Score      |
|--|------------|
| 1. References on recent projects   | 20         |
| 2. Qualifications of firm and key staff  | 20         |
| 3. Diverse project experience including, ROW, C&D/Mixed Debris, marine debris, private property, structure demolition and vessel removal | 20         |
| 6.7 4. Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts                                    | 15         |
| 5. Project approach  | 15         |
| 6. Cost Proposal   | 10         |
| <b>TOTAL POSSIBLE POINTS</b>   | <b>100</b> |

Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

6.8 The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

6.9 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

**SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION**

7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.

7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County’s contract issued as a result of this RFP.

7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the

category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.

- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

## **SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)**

- 8.1. Definitions
- 8.2. Florida Public Records Law and Confidentiality
- 8.3. Procurement Challenges
- 8.4. Construction and Venue
- 8.5. Contract
- 8.6. Term of the Contract and Termination
- 8.7. Insurance Requirements and Bond Requirements

### **8.1 Definitions**

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

**Award** means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

**County** means the Wakulla Board of County Commissioners (BOCC) and its employees.

**Contract** means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

**RFP** means this document, its attachments and any document hereinafter incorporated by reference.

**Proposer** means any firm, individual or organization submitting a Proposal in response to this RFP.

**Successful Proposer** means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

**Proposal Bond** means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount

of the Proposal.

**Payment Bond** means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

**Performance Bond** means a bond to assure satisfactory performance of the terms of the contract.

**Work** or **SOW** means the scope of work and/or services.

**Engineer** means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

## **8.2 Florida Public Records Law and Confidentiality**

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2. Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the

County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

### **8.3 Procurement Challenges**

Any Proposer who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

### **8.4 Construction and Venue**

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addenda and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Wakulla County, Florida, United States.

### **8.5 Contract**

8.5.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

8.5.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 15 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

**8.6 Term of the Contract and Termination**

- 8.6.1 The initial term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a three-year period unless otherwise modified in writing by both parties.
- 8.6.2 The Contract may be renewed by written agreement for up to two (2) one-year renewal periods beyond the initial term. The extension shall be exercised only if all prices terms and conditions remain the same and approval is granted by the BOCC. The County reserves the right to re-negotiate rates based on current market conditions.
- 8.6.3 The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

**8.7 Insurance Requirements and Bond Requirements**

- 8.7.1 Insurance Verification Requirements – See Appendix B, Section XIII Insurance.
- 8.7.2 Bond Requirements – there are no bonding requirements.

**RFP #2023-19 EMERGENCY DEBRIS MONITORING SERVICES**  
**Appendix A Legal Ad**



**LEGAL ADVERTISEMENT**

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSAL (RFP) 2023-19**  
**EMERGENCY DEBRIS MONITORING SERVICES**

**PROPOSAL ADVERTISE DATE: MAY 11, 2023**

**PROPOSAL RELEASE DATE: MAY 11, 2023**

**RESPONSE DUE DATE AND TIME: JUNE 8, 2023 @ 3:00 PM EST**

Wakulla County BOCC is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Monitoring Services. The primary role for debris monitors is to document the location and amount of debris collected. Debris monitors should be able to estimate debris quantities, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. There must be no conflict of interest between the monitoring contractor (RFP #2023-19) and the debris removal contractor (RFP #2023-20). Sealed proposals will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M.**, Local Time, on **JUNE 8, 2023** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal feature of this procurement by the County is known as: **EMERGENCY DEBRIS MONITORING SERVICES** The specifications of this procurement are stated in the **RFP 2023-19**.

This RFP and any addenda issued will be posted to the County's website at [www.mywakulla.com](http://www.mywakulla.com) or can be obtained by contacting the County Procurement Office at 850-926-0919 or [ptaylor@mywakulla.com](mailto:ptaylor@mywakulla.com).

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted

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**Appendix A Legal Ad**

Respondent list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Wakulla County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Wakulla County selects with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was bid. Wakulla County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

**Wakulla County is an Equal Opportunity Employer**  
**MBE/WBE businesses are encouraged to participate**  
**Wakulla County strictly enforces open and fair competition**

**ADA – Special Accommodations:** Any person requiring accommodations by the County due to a disability should call the Procurement Office at 850-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Procurement Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

**RFP 2023-19 EMERGENCY DEBRIS MONITORING SERVICES  
APPENDIX B – DRAFT AGREEMENT**

**CONTRACT FOR RFP 2023-19  
Emergency Debris Monitoring Services**

This Contract is made by and between Wakulla County, Florida, (hereinafter the “County”), whose principal address is 3093 Crawfordville Hwy, Crawfordville, Florida 32327, and \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter the “Contractor”), and states as follows:

**WITNESSETH:**

**WHEREAS**, the County pursued a competitive process to seek interested firms for the provision of Emergency Debris Monitoring Services (the “Services”) through Request for Proposals # 2023-19 (the “RFP”); and

**WHEREAS**, Contractor submitted a Proposal in response to the RFP, was selected pursuant to the RFP, and represents that Contractor is capable, prepared, certified, and insured to provide such Services; and

**WHEREAS**, both the RFP, including any addenda thereto, and the Contractor’s Proposal are incorporated herein by this reference and shall be binding upon both parties; and

**WHEREAS**, the County wishes to enter this Contract with Contractor to provide the Services on an as needed basis, in accordance with the RFP and the Proposal.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. Incorporation of Documents**

The following documents are incorporated by reference into this Contract:

1. Request for Proposal (RFP) and Contractor’s Acknowledgement, **RFP 2023-19, Emergency Debris Monitoring Services**, date of opening \_\_\_\_\_, and any addenda thereto; and
2. Contractor’s Proposal

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Contract shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

**II. Scope of Work**

The Contractor will provide Emergency Debris Monitoring services, as further outlined in the RFP



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and Contractor's Acknowledgement. Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

**III. Duration of Contract and Termination of the Contract**

The Contract will be valid when fully executed by both parties.

The term of this Contract shall be from the date last signed below and continue for an initial term of three (3) years. The Parties may agree to up to two (2) additional one (1) year renewal periods in writing, with execution by both Parties, and prior to the expiration of the contract.

The County may terminate the Contract for convenience at any time by providing thirty (30) calendar days written notice to the Contractor. If terminated, Contractor shall be owed for materials provided and accepted by the County up until the point of termination.

The County may terminate this Contract in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Contract for refusal by the Contractor or any contractor, sub-contractor or materials vendor 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 in conjunction with this Contract unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Contract. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Contract.

**IV. Mobilization**

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When a written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 25% of the required resources within 48 hours and 100 % within 7 days of commencement and conduct these contracted services.

**V. Method of Payment**

The Contractor will be paid for their services provided in accordance with the terms and conditions of this contract, the RFP and Contractor's Acknowledgement, and the Proposal. The maximum contract sum payable by the County to Contractor for services performed under this Contract shall not exceed \$1,000,000.

**VI. Fees under options of renewal**

If parties mutually agree to exercise the renewal option there will be no rate increase.

**VII. Taxes and Assessments**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Contract. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

**VIII. Invoice Requirements**

The Contractor shall request payment as set forth in the Request for Proposal (RFP) and Contractor's Acknowledgement. County shall make payments within forty-five (45) days of invoice date.

**IX. Waiver of Claims**

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Contract or otherwise related to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by

County shall be deemed to be a waiver of any of County's rights against Contractor.

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**X. Nondiscrimination**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**XI. Subcontracting**

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**XII. Indemnification and Hold Harmless**

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct the Contractor and other persons employed or utilized by the Contractor in the performance of this Contract.

**XIII. Insurance**

During the life of the Contract the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies registered with the State of Florida. Prior to execution of this Contract by County, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are acceptable to the County. The Certificates must be personally, manually signed by the Authorized Representatives of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the County, on a timely basis, if required by the County. These Certificates and policies shall contain provisions that sixty (60) days' written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. In the event of a reduction

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in the Aggregate Limit of any policy, the Consultant shall immediately take steps to have the Aggregate Limit reinstated to the full extent permitted under such policy. All insurance coverages of the Consultant shall be primary to any insurance or self-insurance program carried by the County applicable to this Project.

The acceptance by the County of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Contract does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Contract.

Before starting and until acceptance of the work by County, Consultant shall maintain insurance of the types and to the limits specified in paragraph 14.7 entitled "Required Insurance." Consultant shall require each of its subconsultants and subcontractors to procure and maintain, until the completion of that subconsultant's or subcontractor's work, insurance of the types and to the limits specified in paragraph 14.7, unless such insurance requirement for the subconsultant or subcontractor is expressly waived in writing by the County. Said waiver shall not be unreasonably withheld upon Consultant representing in writing to County that Consultant's existing coverage includes and covers the subconsultants and subcontractors for which a waiver is sought, and that such coverage is in conformance with the types and limits of insurance specified in paragraph 14.7. All liability insurance policies, other than the Professional Liability, Worker's, Compensation and Employers' Liability policies, obtained by Consultant to meet the requirements of this Contract shall name County as an additional insured as to the operations of the Consultant under this Contract and the Contract Documents and shall contain severability of interests' provisions.

If any insurance provided pursuant to this Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Consultant sixty (60) days prior to the date of expiration. Should at any time the Consultant not maintain the insurance coverages required in this Contract, the County may cancel this Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Consultant for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Contract.

Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the County's Representative prior to the commencement of the work. The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County's Representative, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best rating of A- or better.

Required Insurance

- a. Workers' Compensation insurance as required by the State of Florida.

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- b. Employers Liability Insurance with limits of \$1,000,000 per Accident.
- c. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$1,000,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$500,000 per person, \$500,000 per occurrence, \$25,000 property damage.
- d. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of Consultant or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e. Professional liability insurance of at least \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- f. The County shall be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage's identified in Paragraphs c., d., and e. Wakulla County, a political subdivision of the State of Florida its officials, employees and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to: Liability arising out of activities performed by or on behalf of the Contractor/Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.
- g. Consultant shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Consultant if so, required by County during the term of this Contract. County will not pay for increased limits of insurance for subcontractors.

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

The Consultant, and its insurance carrier, waives all subrogation rights against Wakulla County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from Others or

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equivalent.

**XIV. Compliance with Laws**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

**XV. Notice**

All notices required by this Contract shall be in writing to the representatives listed below:

**The authorized representative for the County shall be:**

David Edwards, County Administrator  
Wakulla County Administration Office  
3093 Crawfordville Hwy  
Crawfordville, FL 32327  
Phone: 850-926-0919 ext. 702  
Email: [dedwards@mywakulla.com](mailto:dedwards@mywakulla.com)

**The authorized representative for [REDACTED] shall be:**

[REDACTED],  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]  
Email: [REDACTED]

**Courtesy copy to:**

Michelle Metcalf, Intergovernmental Affairs Director  
Wakulla County Administration Office  
3093 Crawfordville Hwy  
Crawfordville, FL 32327  
Phone: 850-926-0919 ext. 703  
Email: [mmetcalf@mywakulla.com](mailto:mmetcalf@mywakulla.com)

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 five (5) business days’ prior notice of the address change.

**XVI. Governing Law & Venue**

This Contract shall be governed by and construed in accordance with the laws of the State of

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Florida, and the parties stipulate that venue shall lie in Wakulla County, Florida.

**XVII. Public Records**

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

**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 (850) 926-0919, [jwelch@mywakulla.com](mailto:jwelch@mywakulla.com), 3093 Crawfordville Highway, Crawfordville, FL, 32327.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Contract.

**XVIII. Audit**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

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The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Contract. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Contractor and made available to the County during the terms of this Contract and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Contractor at a location in [REDACTED] County, Florida, provided that if any such material is located outside [REDACTED] County, then, at County's option Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the County's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the County may terminate or suspend this Contract.

County Audit Settlements. If, at any time during or after the term of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of County, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by cash payment.

**XIX. Compliance with Other Federal Standards**

19.1. General Federal Provisions. Work issued under this Contract may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689



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19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42

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U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the

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Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to

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maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182. To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, 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; (2) 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 considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives 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; (4) 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; (5) 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.; (6) In the event of the Contractor's noncompliance with the nondiscrimination 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 other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the

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portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as 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 United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

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

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

19.11.2. 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 State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Contract.

19.12. Federal Suspension and Debarment. This Contract may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

19.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

19.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

19.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

19.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549,

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Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the RFP. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying



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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 Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of “funding agreement” under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

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19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with

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County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.26.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

| 19.26.2. Foreign End Products: | Line Item No. | Country of Origin |
|--------------------------------|---------------|-------------------|
|                                | _____         | _____             |
|                                | _____         | _____             |

19.26.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a

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substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19.33. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

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19.35. Vendors on Scrutinized Companies Lists. By executing this Agreement, [CONTRACTOR] certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor.

**XX. Assignment**

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

**XXI. Entire Contract & Waivers**

This Contract (including all Schedules and Exhibits), as incorporated herein, 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 Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

**XXII. Severability**

If any term or condition of this Contract shall be deemed, by a court having appropriate

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jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract 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 the terms and provisions hereof.

**XXIII. Independent Contractor**

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, not any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Contract meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

**XXIV. Third Party Beneficiaries**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

**XXV. Representation of Authority to Contractor/Signatory**

The individual signing this Contract on behalf of [Contractor] represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of [REDACTED] obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

**WAKULLA COUNTY,**  
**a political subdivision of the State of Florida**

Attest:

\_\_\_\_\_  
Greg James, CFCC  
Clerk to the Board

\_\_\_\_\_  
Ralph Thomas  
Chair  
Date: \_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
Heather J. Encinosa, Esq.  
County Attorney

**[Contractor]**  
**[Biz Type]**

Attest:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_