

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
EMERGENCY DEBRIS REMOVAL SERVICES
RFP 2023-20**

RFP ADVERTISE DATE: May 11, 2023
RFP RELEASE DATE: May 11, 2023
RESPONSES DUE DATE AND TIME: June 8, 2023 @ 3:30 P.M.

MAIL OR DELIVER RESPONSES TO:
(*hand-delivery or express mail services*)
Wakulla County Board of County Commissioners
ATTN: RFP 2023-20
3093 Crawfordville Highway
Crawfordville, FL 32327

Contact:
PROCUREMENT OFFICE
Patty Taylor
3093 Crawfordville Highway
Crawfordville, FL 32327
850-926-0919
ptaylor@mywakulla.com

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INTENT AND GENERAL INFORMATION

Wakulla County, Florida through Requests for Proposals No. 2023-20, is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Removal Services. Work shall consist of collection, removal, and lawful disposal of disaster-generated debris from public property and public right of way in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster. Wakulla County (the “County” or “Owner”) is seeking proposals from qualified vendors with experience in management of disaster response. The Contractor must have the capability and ability to rapidly respond to wide-scale debris volumes typically produced in natural and man-made disasters as well as small scale debris removal. 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 @ 3:30 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).

<i>Event</i>	<i>Date/Time</i>
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
PROPOSALS DUE TO BOCC	June 8, 2023 @ 3:30 P.M.
Oral Presentations	June 14-15, 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.

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.

The purpose of this solicitation is to seek qualified vendors to provide emergency debris removal services, which shall consist of collection, removal, and lawful disposal of disaster-generated debris from public property and public right of way in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster. Wakulla County (the "County" or "Owner") is seeking proposals from qualified vendors with experience in management of disaster response. The Contractor must have the capability and ability to rapidly respond to wide-scale debris volumes typically produced in natural and man-made disasters as well as small scale debris removal.

The Contractor must handle debris management activities in conjunction with the County's needs and in accordance with the applicable local, state and federal laws and regulations, including but not limited to, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Division of Emergency Management (FDEM), Florida Department of Environmental Protection (FDEP) and

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Federal Emergency Management Agency (FEMA). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200, Title 23, and 23 CFR shall apply to this contract in order to be eligible for reimbursement under the Public Assistance Program. The Contractor shall not be paid to collect, remove, process or dispose of debris that is unrelated to disaster damage without written authorization from the Owner or designee. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) and public property debris removal.

3.2 **Scope of Work:** Wakulla County requests proposals for Emergency Debris Removal Services by individuals and/or organization(s) as follows:

REMOVAL AND HAULING VEGETATIVE DEBRIS

- As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, at the Owner's direction. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS BY GRINDING

- The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

LOADING AND HAULING OF VEGETATIVE DEBRIS REDUCED BY GRINDING

- Contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Transportation shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING

- Contractor shall dispose all reduced (by grinding) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

SITE MANAGEMENT AND REDUCTION OF VEGETATIVE DEBRIS BY BURNING

- The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

LOADING AND HAULING OF VEGETATIVE DEBRIS REDUCED BY BURNING

- Contractor shall load and haul all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Transportation shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING

- Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees. Payment under this pay item shall be based on a per cubic yard quantity.

REMOVAL AND HAULING OF C&D/ MIXED DEBRIS

- As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all construction and demolition (C&D)/ Mixed debris from public property and

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ROW, including structure demolition as approved by the Owner. Contractor shall deliver C&D/ Mixed debris to a DMS, transfer station, or landfill approved by the Owner and state environmental agency. All items associated with structure demolition shall be included in this pay item:

- Removal and transportation of demolished structures and scattered C&D/ Mixed debris on private property will be performed as identified by the Owner.
 - The Contractor is required to strictly adhere to all local, state, and federal laws and regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
 - Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner approved DMS, transfer station, or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
 - Entry onto private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
 - The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolishing.
- Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

SITE MANAGEMENT OF C&D/ MIXED DEBRIS

- If requested by the Owner in writing, the Contractor shall manage one or more DMS sites for construction and demolition (C&D)/ Mixed debris. This may include C&D/ Mixed debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security (if needed) and shall include segregation of types and sources of debris, as directed by the Owner. Additionally, the Contractor may be required to manage C&D/ Mixed debris delivered to DMS sites by the Owner or others, as directed by the Owner for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

LOADING AND HAULING OF C&D/ MIXED DEBRIS

- As identified by the Owner or Monitor, the Contractor shall load and haul all staged construction and demolition (C&D)/ Mixed debris to a disposal site approved by the state environmental agency. The Contractor may be required to remove and haul C&D/ Mixed debris from a DMS site or sites managed by others, to an approved landfill. Transporting debris shall comply with all federal, state, and local laws and regulations. Payment under

this pay item shall be based on a per cubic yard quantity.

DISPOSAL OF C&D/ MIXED DEBRIS

- As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D)/ Mixed debris removed from the ROW or an approved DMS for disposal at a landfill approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

REMOVAL OF HAZARDOUS HANGING LIMBS

- The Contractor shall remove hazardous hanging limbs (hangers) over 2” in diameter (measured at the point of break) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate vegetative debris pay items.

REMOVAL OF HAZARDOUS LEANING TREES

- The Contractor shall remove hazardous leaning trees (leaners) 6” or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate vegetative debris pay items.
- If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by Contractor’s equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental (absorbed) to the hazardous

tree removal cost and will not be eligible for separate payment

REMOVAL OF HAZARDOUS STUMPS

- The Contractor shall extract, transport, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling the root-ball hole. Payment shall be on a per-stump basis.
- Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.
- When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the [FEMA Public Assistance Program and Policy Guide](#), FP 104-009-2, June 2020, Appendix E – Stump Conversion Table.
- The Contractor shall place compatible fill dirt in ruts created by Contractor’s equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be incidental (absorbed) to the hazardous stump removal costs and will not be eligible for separate payment

REGULATED ASBESTOS CONTAINING MATERIAL (RACM)

- In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.
- **Demolition, Removal, Transport, and Disposal of RACM Structures** - Under the Contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on public or private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D/ Mixed debris on public or private property, will be transported to an Owner-approved final disposal site in accordance with all Federal, State, and Local regulations.
 - The Contractor is required to strictly adhere to all Local, State, and Federal regulatory

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requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.

- Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- Removal and transportation of eligible RACM demolished structures and eligible scattered C&D/ Mixed debris on private property will be performed as directed in writing by the Owner's authorized representative.
- Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative, the debris removal vehicle will proceed immediately to an Owner-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto public or private property for the removal of eligible C&D/ Mixed debris will only be permitted when directed in writing by the Owner or its authorized representative. The Owner will provide specific ROE legal and operational procedures for public or private property debris removal programs if requested.
- Once RACM is removed, the remaining material shall be removed and hauled as C&D/ Mixed material and the costs associated with the non-RACM shall apply.
- Payment under this item will be per ton.

WHITE GOODS

- The Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

ELECTRONICS WASTE

- The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

CONCRETE

- The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues

from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

HOUSEHOLD HAZARDOUS WASTE

- Household Hazardous Waste (HHW) includes handling, removal, collection, recycling, and/or disposal of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D/ Mixed debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (lbs.).

LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES

- The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

ABANDONED TIRES

- The Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

DRAINAGEWAYS DEBRIS

- Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways, streams and bayous, which are determined at the sole discretion of the Monitor and the County to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

MARINE DEBRIS

- Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible debris from waterways, bays, canals and oceans which is determined at the sole discretion of the Monitor and the County to be beyond the extent of debris that can be

reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard quantity.

RESTORATION OF CANAL BANKS AND SLOPES

- Grading of canal banks shall be performed as directed by the Owner’s representative, followed by placement and compaction of fill material to restore canal banks to pre-disaster condition, to include permanent stabilization. Payment under this item will be per cubic yard of placed and compacted fill material.

ABANDONED VEHICLES AND VESSELS

- Remove, haul, decontaminate and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor (vehicles and vessels) from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor’s responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item.
- a) The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- b) The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under the Contract.
- c) At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers

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(VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

- d) Once the vehicles and vessels have been cleared by the owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in strict compliance with all applicable Federal, State, and local laws.
- e) Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- f) Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- g) The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- h) Contractor shall be responsible for the conduct and action of all its employees and its sub-Contractors. Contractor's employees and sub-Contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- i) Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
- j) Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- k) If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- m) The Contractor will provide removal of vehicles and vessels as directed by the Owner representative.
- l) Towing from the storage facility to the owner or insurance company location will be the responsibility of the owner or insurance company, and is not included in this scope and contract. The Contractor shall not charge the owner or insurance company storage fees or other fees for picking vehicles or vessels.
- m) In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Wakulla County Sheriff's Office within 24 hours of tow. The notification will be via email to the designated Sheriff's Office contact with a copy

of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.

- n) The bidder represents that he is familiar with local conditions. Estimated quantities are not guaranties, but estimates only provided to assist bidders.
- o) Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under the Contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
- Payment under this item will be per each.
 - **Abandoned Cars, Trucks and Vans**
 - Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.
 - **Abandoned Campers, RV's and Shipping Containers:**
 - Identify, lift, transport, unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.
 - **Abandoned Busses and Tractor Trailers:**
 - Identify, lift, transport, unload, store and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of-way.
 - **Abandoned Utility and Boat Trailers:**
 - Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.
 - **Abandoned Vessels – 10 to 26 Feet:**
 - Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
 - **Abandoned Vessels – 27 to 40 Feet:**
 - Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
 - **Abandoned Vessels – Over 40 Feet:**
 - Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

REMOVAL OF DEBRIS FROM SAND BEACHES

- As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches. Contractor shall deliver debris to a final disposal site approved by the state environmental agency. The Contractor may at his option, store debris at a temporary DMS in order to improve turn-around time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of beach debris. The Contractor shall be responsible for all tipping and disposal fees. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be per ton of debris removed.

RAKING OF SAND BEACHES TO A 12 INCH DEPTH

- As identified by the Owner or Monitor, the Contractor shall accomplish the raking of public beaches and private beaches if approved. Rakes shall be mounted on loaders or similar equipment and shall remove foreign items 3 inches by 3 inches by 12 inches or larger from sand to a depth of 12 inches. Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per square yard.

REMOVAL, SCREENING, REPLACING, AND GRADING OF BEACH SAND TO ORIGINAL CONTOUR

- The Contractor shall accomplish the screening of beach sand from specific areas identified by the Owner or Monitor and approved by FEMA, on public beaches and private beaches if approved. Contractor shall remove, screen, replace, and grade beach sand to the approximate original beach contour. Depth of sand removal for screening shall be 3 inches to 12 inches as directed by the Owner or Monitor. Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per cubic yard of sand removed, screened and replaced.

REMOVAL OF BEACH SAND

- As identified by the Owner or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the Owner or Monitor. Payment under this pay item shall be per cubic yard.

EMERGENCY DELIVERY OF POTABLE BOTTLED WATER

- Payment under this pay item shall be based on a per gallon quantity.

EMERGENCY DELIVERY OF BAGGED ICE

- Payment under this pay item shall be based on a per pound (Lbs.) quantity.

FIRE SUPPRESSION STANDBY SUPPORT WATER

- The minimum required quantity is 1500 gallons per unit. Proposed prices are based on a minimum of 5 standby trucks for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

TEMPORARY SATELLITE COMMUNICATIONS

- Payment under this pay item shall be based on a per day quantity.

EMERGENCY POWER GENERATION

- Provide minimum available power of 70 KW per unit. Proposed prices based on a minimum 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

FLOOD CONTROL PUMPING AND WATER RELOCATION WITH 4 INCH MINIMUM PUMPS

- Proposed prices based on a minimum of 5 units for 15 days. Payment under this pay item shall be based on a per unit per day quantity.

SEWER AND CULVERT CLEANING

- Payment under this pay item shall be based on a per linear foot quantity.

STORMWATER CATCH BASIN CLEANING

- Payment under this pay item shall be per each.

DECONTAMINATION OF BUILDINGS AND FACILITIES

- Payment under this pay item shall be based on per square foot of first floor area.

MOLD REMEDIATION OF BUILDINGS

- Mold remediation will be implemented in accordance with the Mold Protocol as required. Successful Contractor is required to develop a written work plan that is to be on hand during all remedial operations along with the Mold Protocol. The work plan will be general and requirements on each project application as an annex and shall address the Contractors approach and methods for how the work will progress in accordance with the Mold Protocol. The Contractor will be required implement and obtain all permits and notifications for the work in accordance with all local, state and federal requirements. Payment under this pay item shall be based on per square foot of first floor area.

OPERATION OF EQUIPMENT

- All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and Subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

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- The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) to the permanent disposal sites. The listing shall include the following information: (a) Truck and/or trailer license number; (b) Year, make and color of each truck and/or trailer; (c) Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- Each truck and trailer passing through disposal check points shall be identified by a Contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

SECURITY OF DEBRIS DURING HAULING

Contractor is responsible for securing all loads during hauling operations in accordance with DOT guidelines. No loads shall extend over the side rails of the hauling equipment and shall be secured to avoid windblown debris while in transit.

TRAFFIC CONTROL

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

WORK DAYS/HOURS

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week as directed by the County. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to the Contractor.

HAZARDOUS AND INDUSTRIAL WASTES

Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with State and Federal Hazardous and Industrial Materials Cleanup and Disposal requirements.

SAFE WORK ENVIRONMENT

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the County. The Contractor shall ensure that its subcontracts contain a similar safety provision.

INSPECTION AND TESTING

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All debris shall be subject to adequate inspection by the County or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The County will, at all times, have access to all work areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

MONITORING

- The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.
- The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, as is directed by the Owner, the Contractor shall provide certified truck scales and/or an inspection tower at each disposal site or (DMS). This will depend upon the choice of quantity measurement as weight (tons) or volume (cubic yards) for the various type of debris removed.
- In cases where the County elects to measure pay quantities by weight, the Contractor will acquire, setup, and operate truck scales at each disposal site or DMS. All scales must be certified and must be operated and maintained in accordance with all applicable requirements. Debris hauling vehicles will be weighed both entering and leaving the DMS or disposal site on each trip to the site.
- As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The Contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for quality assurance/quality control (QA/QC) purposes. Others may use the inspector tower to view loads under special circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing

for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

REPORTS

Contractor will submit periodic written reports to the County as requested or required detailing the progress of debris removal and disposal. These reports may be subject to the following requirements and any other requirements of the County necessary to meet FEMA or other grant requirements:

- Daily Reports. Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; truck and equipment roster by zone/DMS, total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor. The Contractor will also report damages to private and public property caused by the debris operation or damage claims made by citizens and other such information as may be required to completely describe the daily conduct of the Contractor's operations.
- Weekly summaries. A summary of all information contained in the Daily Reports or in a format required by County.
- Reports Delivery. The scheduling, point of delivery, and receiving personnel for reports from Contractor will be directed by County in consultation with Contractor.
- Final Project Closeout. Upon final inspection or closeout of a project, the Contractor shall prepare and submit a detailed description of all debris removal activities to include, but not be limited to, the total volume by type of debris hauled, reduced, or disposed, plus the total cost of the project invoiced to the County. Contractor is also responsible for any documentation necessary to support Owner requests for reimbursement from any external funding source.

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 removal 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.

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- 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.
 - 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

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 (FORM 18)

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

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- 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.
- 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
4. Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts	15
5. Project approach	15
6. Cost Proposal	10
TOTAL POSSIBLE POINTS	100

- 6.7 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

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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

8.1. 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 addendums 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 #2023-20 EMERGENCY DEBRIS REMOVAL SERVICES
Appendix A Legal Ad



LEGAL ADVERTISEMENT

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSAL (RFP) 2023-20
EMERGENCY DEBRIS REMOVAL SERVICES

PROPOSAL ADVERTISE DATE: MAY 11, 2023

PROPOSAL RELEASE DATE: MAY 11, 2023

RESPONSE DUE DATE AND TIME: JUNE 8, 2023 @ 3:30 PM EST

Wakulla County BOCC is soliciting proposals from qualified businesses registered to do business in the State of Florida for Emergency Debris Removal Services, which shall consist of collection, removal, and lawful disposal of disaster-generated debris from public property and public right of way in response to an emergency event such as, but not limited to, hurricane, tornado, or other natural or man-made disaster. Wakulla County (the “County” or “Owner”) is seeking proposals from qualified vendors with experience in management of disaster response. The Contractor must have the capability and ability to rapidly respond to wide-scale debris volumes typically produced in natural and man-made disasters as well as small scale debris removal. 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 **3:30 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 REMOVAL SERVICES** The specifications of this procurement are stated in the **RFP 2023-20**.

This RFP and any addenda issued will be posted to the County’s website at www.mywakulla.com or can be obtained by contacting the County Procurement Office at 850-926-0919 or 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

RFP #2023-20 EMERGENCY DEBRIS REMOVAL SERVICES
Appendix A Legal Ad

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 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 2023-20 EMERGENCY DEBRIS REMOVAL SERVICES
APPENDIX B – DRAFT CONTRACT**

**CONTRACT FOR RFP 2023-20
Emergency Debris Removal 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 Removal Services (the “Services”) through Request for Proposals # 2023-20 (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 2023-20, Emergency Debris Removal 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

RFP 2023-20 EMERGENCY DEBRIS REMOVAL SERVICES
APPENDIX B – DRAFT CONTRACT

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.

**RFP 2023-20 EMERGENCY DEBRIS REMOVAL SERVICES
APPENDIX B – DRAFT CONTRACT**

IV. Mobilization

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. The unit price per cubic yard rates shall be as set forth in the Contractor's Proposal includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management, demobilization, and Right of Entry work on private property, if applicable, as directed by the County.

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

RFP 2023-20 EMERGENCY DEBRIS REMOVAL SERVICES
APPENDIX B – DRAFT CONTRACT

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.

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

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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 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.

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Required Insurance

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

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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 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

The authorized representative for [REDACTED] shall be:

[REDACTED],
[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

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.

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APPENDIX B – DRAFT CONTRACT**

XVI. Governing Law & Venue

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

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APPENDIX B – DRAFT CONTRACT

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.

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.

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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

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

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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 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.

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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 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

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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 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

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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 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.

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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].

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.

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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.

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.

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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, 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

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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 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.

19.16.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

19.16.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or

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permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

19.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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.

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

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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 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

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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 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

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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.

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

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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 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

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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: _____