

Addendum 2
RFP 2019-S
Disaster Debris Removal and Disposal Services

1. Section K of the RFP (page 31) states the following: "For your convenience, Attachment "M" has been provided to properly identify and affix to your RFP response". Attachment M on page 66 is blank. Will the County provide Attachment M? [No label will be provided](#)
2. Attachment F, Pricing Schedule - Hazardous Tree, Eligible Limb and Qualifying Stump Removal Services states that "The **cubic yard** price includes payment to the contractor for the removal and disposal of Hazardous trees, Eligible Limbs and Qualifying Stump Removal Service". However, the table below indicates that we are required to provide a "Unit Price **Per Tree**" / "Unit Price **per Stump**". Please clarify: which unit of measure is correct? [See changes attached](#)
3. Is there an existing contract similar to this in place or previously in place? Are the bid tabulations available? [No](#)
4. Will tipping fees be considered a pass-through expense? [Yes](#)
5. Are there any pre-identified DMS locations? [Yes see attached information](#)
6. Will the county consider changing the scope to allow for the rate for hazardous tree and eligible limb removal to be a "Cut Only" rate? When the scope of work includes hauling and disposal of the hazardous trees and/or eligible limbs the contractor is forced to put a haul truck with each tree crew. They are only allowed to pick up piles the tree crew creates and must bypass existing piles in the ROW. Subsequently, the debris from the hazardous tree and eligible limb must be kept separately at the DMS insuring no comingling of debris happens. Typically this slows down production as you are essentially forced to manage two sites and you are moving your equipment back and forth between the segregated piles. Standard FEMA protocol allows for the tree crews to "cut" the hazardous tree and eligible limbs and place in the ROW for pick up as regular vegetative debris. [Yes, see corrected bid forms attached](#)
7. Will the County consider making tipping fees a pass through expense whereby the contractor pays for disposal and invoices the County for reimbursement at cost with no markup. Typically, tip fees are negotiated down from the stated gate rate post event. In addition, the contractor cannot control or guarantee the tip fees to remain constant for the term of this proposed contract. If tipping fees were a pass-through any savings from negotiated rates would automatically go back to the County. [Yes](#)
8. Will the County consider changing the unit of measure for the following:
 - a. E-Waste – change from \$/CY to \$/Unit
 - b. White Goods – change from \$/CY to \$/Unit
 - c. Vehicles and Vessels – change from \$/CY to \$/Each

- d. Putrescent Debris – change from \$/CY to \$/Pound
- e. Infectious Waste – change from \$/CY to \$/Pound
- f. Hazardous and Industrial Waste – change from \$/CY to \$/Pound

See corrected bid form

- 9. Will the County please provide detailed scope of work for:
 - a. Structures and Buildings \$/CY
 - b. Drainage Systems \$/CY

Please refer to existing scope and revised bid forms

- 10. When evaluating the proposals in terms of price will all line items be evaluated equally? Will the County be looking at the Grand Total of all line items only? Will the Project Management, Work Crew and Equipment Categories be used in the evaluation?

Refer to page 32 sec 5 of the bid package

I have read the above mentioned RFP and have the following questions:

- 1. Pg. 31 states that there is a 50 page limit. Pg. 32 states that there is a 30 page limit.
 - a. Which is correct? 50
- 2. Please confirm the following required attachments do not count toward the page limitation: singing authority, licenses, SOS certificate, financial letters, insurance certificate, RFP forms, required litigation, W-9, equipment list, and implementation schedule. Yes they count as part of the 50
 - a. If any of the above do count toward the page limit, can we include them in an appendix?
- 3. Pg. 31 says that Attachment M “has been provided to properly identify and affix to your RFP response”. Attachment M on pg. 66 says “N/A.” We will not provide a label
 - a. How should we proceed? Make your own
- 4. In regards to the Statement of No Proposal Submittal;
 - a. Do we include this in our submittal if we are submitting? No
 - b. Do we list N/A? No
- 5. In regards to pg. 62, Articles of Interpretation/Corporate Documents asks for our type of organization;
 - a. We are an LLC. Can we write this in lieu of the listed options? Yes

Request for Proposals

Columbia County Board of County Commissioners

Phone (386) 719-2028

To: All Prospective Proposers
From: Ray Hill
Subject: Solicitation Number: RFP-2019-S – Disaster Debris Removal and Disposal Services
Date: August 28, 2019

Dear Potential Proposer:

Columbia County, an Equal Employment Opportunity (EEO) employer, does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful proposer(s) must demonstrate by his/her qualifications, experience, availability, approach and work plan that he/she will best serve the overall needs of Columbia County.

If you are interested in preparing a response to this RFP, please read requirements carefully and complete the proposal in the manner set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) Days from public opening. Also, please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on Attachment "F".

Questions regarding this solicitation must be received in writing at the address above no later than Wednesday, September 11, 2019 at 5:00 pm Local Time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

Columbia County welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by Columbia County as stated in the evaluation section of this document. Columbia County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Columbia County may withdraw all or part of this RFP at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Thank you for your interest in doing business with Columbia County.

Purchasing Office

TABLE OF CONTENTS

SECTION	TITLE	PAGE NO.
I	Overview of Project	3
II	Scope of Services and Technical Requirements	4
III	General Instructions	30
IV	Proposal Schedule	32
V	Proposal Response, Criteria, and Evaluation Point Values	32
VI	Evaluation Process	34
VII	General Terms and Conditions	36

ATTACHMENT	TITLE	PAGE NO.
A	Statement of “No Proposal Submittal”	43
B	Insurance Requirements	44
C	Public Entity Crimes Statement	46
D	Conflict of Interest Statement	48
E	Drug-Free Workplace Certification	49
F	Price Proposal and Acceptance of Proposal Terms and Conditions	50
G	Proposed Schedule of Subcontractor Participation	60
H	Addendum Acknowledgment	61
I	Articles of Incorporation / Corporate Documents	62
J	Vendor Demographics Survey	63
K	Substitute W-9 Form	64
L	Contractor Certification Scrutinized Companies	65
M	Solicitation Response Identification Label	66
N	Byrd Anti-Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements	67
O	Task Authorization Process	68
P	Task Authorization	69

Section I. Overview of Project.

A. Intent.

It is the intent of this solicitation to establish an Agreement or Agreements with one or more qualified firms experienced in Disaster Debris removal and disposal services necessary in the preparedness, response, recovery, and mitigation phases of any natural or manmade disaster or emergency as required by Columbia County. It is expected that the selected firm(s) will work cooperatively with all Federal, State and local authorities and related disaster service providers retained by the County (e.g., Disaster Debris monitoring contractor, etc.).

B. Background.

Columbia County is located in North Central Florida at the interchange of 1-75 and I-10 approximately 45 miles north of Gainesville and 75 miles west of Jacksonville. Columbia County has a population 69,612 and is 801 square miles (with 798 square miles of land). The County is home to two cities, Fort White and Lake City. The County is primarily rural in nature.

C. Term of Agreement.

It is anticipated an Agreement will be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for up to two (2) additional one (1) year renewal periods when in the best interest of the County. The County also reserves the right to award an additional two (2) year renewal period when in the best interest of the County. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the sole discretion of the County. The successful Proposer(s) shall be required to review the Disaster Debris Removal and Disposal Services with the County on a semi-annual basis.

D. Minimum Requirements.

The Proposer must be a provider currently servicing a minimum of three (3) municipal or other governmental agencies similar in size and scope to this proposal, and be properly licensed to do business in the State of Florida. The Proposer, under its current business name, must also have a minimum of one (1) year of verifiable experience servicing municipal or other governmental agencies similar in size and scope to this project. The Proposer must be able to provide services with a minimum of fifteen (15), twenty (20) cubic yard dump trucks and appropriate equipment as noted herein.

The Proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etcetera (as applicable) which clearly document said qualifications. Failure to provide said documentation with your proposal shall be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

E. Performance and Payment Bond.

The County requires the Contractor to furnish an initial Performance and Payment Bond in the amount of five million dollars (\$5,000,000), or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), or letter of credit. This will guarantee that the contractor will pay all labor, equipment, and material costs to all persons who supply the successful Proposer with labor, equipment and materials used directly or indirectly in the prosecution of the Work. The amount of the Performance and Payment Bond would cover the cost of completing and correcting all deficiencies or damages which are the responsibility of the contractor. The County reserves the right, after the initial damage assessment, to require an increase in the Performance and Payment Bond to reflect the revised estimated cost of providing the debris removal and disposal services. No commencement of work shall be authorized by the County without receipt of the Performance and Payment Bond or alternative security. Receipt of said initial Performance and Payment Bond or alternative form of security; shall occur at award of the specific Task Authorization

1. The Performance and Payment Bond shall be submitted in the form of a Performance and Payment Bond; in the amount of **one hundred percent (100%) of the total amount awarded under the specific Task Authorization**, made payable to Columbia County Board of County Commissioners, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
 - a) The Surety must be rated as "A" ® with a financial strength of VII or better by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
2. In lieu of a Performance and Payment Bond, the Contractor may select one (1) of the below listed alternative methods to provide the required security:
 - a) A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under the specific Task Authorization**, made payable to the Columbia County Board of County Commissioners;

- b) An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under the specific Task Authorization**, made payable to the Columbia County Board of County Commissioners. The irrevocable Letter of Credit shall contain the following:
 - 1) The "Beneficiary" shall be stated as:
Columbia County Board of County Commissioners
135 NE Hernando Ave, PO Box 1529
Lake City, Florida 32056-1529
 - 2) The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) Days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."
- c) Cash (U.S. currency only).
- 3. The terms of the Performance and Payment Bond or alternative form of security used shall be:
 - a) The successful Proposer shall assure faithful performance of this project;
 - b) The successful Proposer shall assure timely payments to all persons providing labor, equipment, materials and/or supplies used in the performance of the work associated with this project;
 - c) Any interest earned as a result of the County depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the County; and,
 - d) Nothing in this section shall be construed to limit the authority of the Columbia County Board of County Commissioners, the County Manager, or the Purchasing Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the County.
- 4. Return of Performance and Payment Bond or alternative form of security used. It shall be the sole responsibility of the successful Proposer to request in writing from the County the return of the Performance and Payment Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) Days upon completion and final acceptance of the County, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Performance and Payment Bond or alternative form of security used shall not be returned unless requested by the successful Proposer in writing.

Section II. Scope of Services and Technical Requirements.

A. Summary Scope of Services.

- 1. The Contractor shall actively participate in annual emergency planning activities with the County each year prior to Hurricane Season.
- 2. The Contractor shall furnish all materials, equipment, applicable permits, labor and services required to perform Disaster Debris Removal and Disposal Services throughout Columbia County on an as needed basis according to the minimum requirements as specified in this Agreement and all subsequent Amendments and official documents that form the Contract Documents for this Agreement.
- 3. The Contractor shall be responsible for the performance of all the requirements of this Scope of Services, and perform as directed by the County, including operations and management, logistical support, construction and technical assistance before, during, and after any potential or actual disaster situations including, but not limited to, tornadoes, hurricanes, and other any natural or man-made disaster or emergency situation as declared by the United States Federal Government or the State of Florida or Columbia County. The services shall include, but are not limited to, preparedness, response, recovery, and mitigation phases. The services specifically exclude debris monitoring, which will be performed by a different third party. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The Contractor shall be responsible for the safety and security of the Contractor's personnel and equipment. The Contractor shall pay for all costs

associated with the performance of this Agreement including, but not limited to, equipment, materials, personnel, taxes, and fees. The Contractor shall submit detailed invoices to the County for all costs incurred under this Agreement in a format acceptable to the Federal Emergency Management Agency (FEMA) and the County as further described below in Section II.E - Compensation.

4. When a disaster or incident occurs or is imminent, the County shall initially contact the Contractor verbally to advise of Columbia County's intent to activate this Agreement, in the form of an Alert. Subsequently, the County shall memorialize the contact in written format. Said Alert will serve to establish the lines of communication between the Contractor's representatives and the County. The Alert may require the Contractor to send an Operations Manager to Columbia County within twenty-four (24) hours to begin planning and mobilization. Notwithstanding the status of an Alert, when the County Manager, or his designee contacts the Contractor with a written Notification of Need, the Contractor shall have its designated representative physically present at the Columbia County Emergency Operations Center (EOC) within six (6) hours of said notification. Subsequently, the County shall issue the first Task Authorization which shall authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the work. The Task Authorization shall direct the Contractor to execute the required Performance and Payment Bonds. The Contractor shall receive the Task Authorization from the County within the first twenty-four (24) hours following landfall of a hurricane or occurrence of other disasters. The Contractor shall commence performance on the day and time as set forth in the first Task Authorization issued after the disaster. Sufficient work crews, equipment, and materials shall be mobilized to timely complete the clearing of the streets and roads identified by the County.
5. Nothing in the resulting awarded Agreement will prevent the County from activating the Primary Awarded Contractor, the Secondary Awarded Contractor or both based on the nature of the disaster or incident warranting service. While it is the intent of the County to utilize the Primary Awarded Contractor during a disaster or incident, should the Primary Awarded Contractor be unavailable or unable to initiate Disaster Debris Removal and Disposal Services within the County's prescribed timeframe, or fail to complete the assigned project within the prescribed time frame, the County may assign any portion or all of the project to the Secondary Awarded Contractor. If the disaster or incident requires additional support, the County reserves the right to activate both the Primary and Secondary Awarded Contractor. The County reserves the right to activate any, all, or none of the Contractors that are awarded pursuant to the County's solicitation for the services contained in this Agreement.

B. Acronyms and Terms.

Within this document, the following acronyms and terms apply:

1. Defined Acronyms:

- | | | |
|----|--------|--|
| a. | 44 CFR | Title 44 of the Code of Federal Regulations |
| b. | ADMS | Automated Debris Management System |
| c. | C&D | Construction and Demolition Debris |
| d. | CDS | Citizen Drop-Off Site |
| e. | DBH | Diameter Breast Height |
| f. | DMS | Debris Management Site |
| g. | EEO | Equal Employment Opportunity |
| h. | EOC | Emergency Operations Center |
| i. | FCO | Federal Coordinating Officer |
| j. | FDEP | Florida Department of Environmental Protection |
| k. | FDIC | Federal Deposit Insurance Corporation |
| l. | FDOT | Florida Department of Transportation |
| m. | FEMA | Federal Emergency Management Agency |
| n. | FHWA | Federal Highway Administration |
| o. | GIS | Geographic Information Systems |
| p. | GPS | Global Positioning System |
| q. | HHA | Hold Harmless Agreement |

- r. HHW Household Hazardous Waste
- s. OSHA Occupational Safety and Health Administration
- t. PA Public Assistance
- u. PAPPG Public Assistance Program and Policy Guide
- v. PIO Public Information Officer
- w. PO Purchase Order
- x. QA/QC Quality Assurance/Quality Control
- y. RFP Request for Proposals
- z. ROE Right-of-Entry
- aa. ROW Right-of-Way
- bb. State State of Florida
- cc. USACE United States Army Corps of Engineers

2. Defined Terms:

a.	Agreement	This contract for disaster debris removal and disposal services.
b.	Alert	Verbal notification to the Contractor from the County Manager, or his designee that a disaster or incident is imminent and that the County intends to activate its Agreement with the Contractor.
c.	Amendments	A formal or official change made to the Agreement.
d.	Automated Debris Management System	The paperless electronic data collection system that captures volumes of debris collected and processed and captures, organizes and reports load data elements that meets FEMA requirements for reimbursement.
e.	Citizen Drop-off Site	The physical location operated by the Contractor that is designed to receive and process Vegetative Debris and Construction and Demolition Debris.
f.	Construction and Demolition Debris	Discarded materials and components of buildings and structures, generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.
g.	Contract Documents	The written documents that define the basis of the Agreement including the roles and responsibilities of the County and Contractor, detailed description of the work or service, any Amendments and other official documents.
h.	Contractor	The firm or firms who have executed this Agreement with the County.
i.	County	Columbia County
j.	County Attorney	The person appointed or hired by the Columbia County Board of County Commissioners to be the Chief Legal Officer of Columbia County.
k.	County Authorized Representative	The person or entity authorized by the County Manager or its designee to make decisions on behalf of Columbia County.
l.	County Debris Group Supervisor	The person designated by the County Manager to supervise the County's management of disaster debris and associated

		contractors.
m.	County Manager	The person appointed or hired by the Columbia County Board of County Commissioners to be the administrative manager of Columbia County.
n.	County Public Information Officer	The person appointed or hired by the Columbia County Manager to disseminate public information on behalf of the Columbia County government.
o.	Day	A calendar day unless otherwise defined.
p.	Debris Management Site	A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).
q.	Debris Type	The specific category of Disaster Debris.
r.	Disaster Debris	Waste that is produced or generated by declared, natural or manmade disasters, including but not limited to Vegetative Debris, Construction and Demolition Debris, Electronic Waste, White Goods, Sidewalk and Damaged Improvements, Vehicles and Vessels, Putrescent Debris, Infectious Waste, Hazardous and Industrial Waste, Soil, Mud and Sand, and Structures and Buildings.
s.	Drainage Systems	A network of natural and man-made canals, ditches, culverts, etc. designed to convey surface water.
t.	Dump Truck	A truck with a body that tilts or opens at the back for unloading.
u.	Electronic Waste	Electronics that contain hazardous materials, such as computer monitors, televisions, cell phones, and batteries. These products may contain minerals and chemicals that require specific disposal methods.
v.	Eligible Debris	Disaster Debris generated by the major disaster event that is located within a designated disaster area and is the legal responsibility of the County.
w.	Emergency Debris Clearance	The clearing of roads and governmental property of Disaster Debris throughout the unincorporated areas of Columbia County, following a declared disaster or emergency, as directed by the County Debris Group Supervisor, or County Authorized Representative.
x.	Emergency Relief	The program authorized in Title 23, United States Code, Section 125, from the Highway Trust Fund, that supports repair or reconstruction of Federal-aid highways and roads on Federal lands which have suffered serious damage as a result of natural disasters or catastrophic failures from an external cause
y.	Fallen Tree	A tree that originates from within the Right-of-Way that has toppled as a direct result of a declared natural or man-made disaster, and those which extend onto the Right-of-Way from private property, at the point where it enters the Right-of-Way, and that part of the Eligible Debris which lies within the ROW
z.	Hazardous and Industrial Waste	Waste that are generated by manufacturing or industrial processes, which may appear on one of the four hazardous waste lists in Title 40 CFR Part 261 or exhibits at least one of the following four characteristics: • Ignitability • Corrosivity • Reactivity • Toxicity This category also includes household hazardous wastes defined as a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial

		consumers. Household hazardous wastes includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.
aa.	Hazardous Limb	A limb may be considered hazardous if it meets all the following criteria: • Located on improved public property; • Greater than two inches in diameter at the point of breakage; and • Still hanging in a tree and threatening a public-use area (e.g., trails, sidewalks, golf cart paths).
bb.	Hazardous Tree	A tree may be considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter breast height of six inches or greater; and one or more of the following criteria are met: • It has more than 50 percent of the crown damaged or destroyed; • It has a split trunk or broken branches that expose the heartwood; • It has fallen or been uprooted within a public-use area; and/or • It is leaning at an angle greater than 30 degrees.
cc.	Hazardous Tree Stump	A tree stump may be considered hazardous if it meets all the following criteria: • It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut); • It is greater than 24 inches in diameter, as measured 24 inches above the ground; • It is on improved public property or a public right-of-way; and • It poses an immediate threat to life, and public health and safety.
dd.	Hold Harmless Agreement	A legal agreement that states that a property owner or party representing a property owner or property owners will not hold the County liable for risk (i.e., physical risk or damage) related to performing disaster debris removal and disposal services on its personal property.
ee.	Hot Spot Crew	A rapid response crew dedicated to one (1)-hour response or less to an issue identified by the County Manager or his designee.
ff.	Hurricane Season	The Atlantic hurricane season occurs annually between June 1st and November 30th.
gg.	Ineligible Debris	Disaster Debris removed from the County's unimproved property or undeveloped land, from a facility that is not eligible for funding under the FEMA Public Assistance Program, or from Federal lands or facilities that are the authority of another Federal agency or department.
hh.	Infectious Waste	A waste capable of causing infections in humans and can include contaminated animal waste, human blood, blood products, medical waste, pathological waste, and discarded sharp objects (e.g., needles, scalpels, or broken medical instruments).

ii.	Letter of Credit	An irrevocable assurance issued by a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation, in the amount of one hundred percent (100%) of the total amount awarded under the specific Task Authorization, made payable to the Columbia County Board of County Commissioners
jj.	Load Tickets	The paper-based system used to document the collection and disposition of Disaster Debris.
kk.	Notification of Need	Written notification to the Contractor from the County Manager, or his designee to arrive at the County's Emergency Operation Center within six (6) hours to commence coordination and mobilization activities.
ll.	Operations and Safety Plan	The plan written by the Contractor that governs the performance of the Work, including, but not be limited to the following: 1. Method of subcontracting collection crews including the determination of the number of crews required; 2. Communications with the County or County's Authorized Representative; 3. Reporting data and information including formats; 4. Quality Assurance/Quality Control (QA/QC); 5. Field supervision hierarchy (i.e., organizational chart) 6. Field safety instructions; 7. Documentation of, response to, and corrective measures to be taken for property damage resulting from Contractor's collection activities; 8. Fuel supply; 9. Maintenance of traffic; 10. Equipment and operations safety procedures 11. Protocol for Disaster Debris removal around potentially energized power lines and other hazardous conditions; 12. Training to address requirements for compliance with federal and state requirements, including subcontractors; and 13. Invoicing.
mm.	Operations Manager	The Contractors' representative who will work on-site with Columbia County to assist with planning and mobilization following the issuance of an Alert and throughout the performance of the Work.
nn.	Operator	The person responsible for operating the equipment associated with the Work.
oo.	Performance and Payment Bond	The bond provided by the Contractor to the County to secure the Contractor's performance under this Agreement.
pp.	Pick-up Truck	A light-duty truck having an enclosed cab and an open cargo area with low sides and tailgate.
qq.	Primary Awarded Contractor	The first of two or more Contractors selected to perform Work under the Agreement.
rr.	Proposer	A person or entity submitting a proposal in response to RFP-19- 10231-TP.
ss.	Public Assistance	Services related to the Public Assistance Program.
tt.	Public Assistance Program	The Public Assistance Program authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121, et seq. (Stafford Act), that awards Federal funding to State and local governments, Federally recognized tribes, and eligible private non-profit organizations in order to assist them in their disaster response and recovery activities.

uu.	Push	The first seventy (70) hours of Emergency Debris Clearance during the response phase of a declared disaster or emergency.
vv.	Putrescent Debris	Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.
ww.	Right-of-Entry Agreement	A legal agreement granting the right to enter private property related to performing disaster debris removal and disposal services without committing trespass.
xx.	Scope of Services	The activities to be performed under this Agreement.
yy.	Secondary Awarded Contractor	A Contractor, other than the Primary Awarded Contractor, selected to perform Work under the Agreement.
zz.	Sidewalks and Damaged Improvements	A paved or otherwise improved area designed for pedestrian use.
aaa.	Soil, Mud, and Sand	Soil, mud, and sand that is moved by a declared natural or man-made disaster to improved public property and public rights-of-way.
bbb.	State Warning Point	The State Watch Office of the State of Florida's Division of Emergency Management's Response Section.
ccc.	Structures and Buildings	A semi-enclosed or enclosed space constructed or built from different interrelated parts with a fixed location on the ground.
ddd.	Stump Conversion Table	The conversion table developed by FEMA for stumps measuring 24 inches in diameter or less that do not require special equipment for removal and are cost reimbursable on a cubic yard basis for the extraction, transport, and disposal of the stump as well as filling the cavity that remains.
eee.	Task Authorization	Written approval to perform all or part of the Scope of Services as defined in this Agreement.
fff.	Time and Material	A payment basis, limited to the Push, under the Agreement.
ggg.	Vegetative Debris	Vegetative matter including, but not limited to whole trees, stumps, trunks, branches, limbs, and other leafy materials.
hhh.	Vehicle	A machine used by the Contractor to transport people and objects in the performance of this Agreement
iii.	Vehicles and Vessels	A Vehicle or boat located on private land damaged by a declared natural or man-made disaster
jjj.	White Goods	Large discarded appliances, including but not limited to, refrigerators, ranges, dishwashers, washing machines, clothes dryers, water heaters, freezers, microwave ovens, and air conditioners.
kkk.	Work	All activities, labor, materials, equipment and anything else required to comply with the terms and conditions of this Agreement.

C. Columbia County Roads Listing.

A full listing of Columbia County maintained roads will be provided to the selected vendor.

D. Contractor's Capability.

The Contractor shall have the capacity to timely and effectively manage a major workforce with multiple subcontractors and associated equipment. The Contractor shall possess the financial capacity to pay for the

expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The Contractor shall have an experienced and competent management team, an established network of resources to timely provide the necessary equipment and personnel, comprehensive Disaster Debris removal and volume reduction operations plans, and demonstrable successful experience with major disaster recovery projects.

E. Task Authorization.

The Contractor shall timely coordinate with FEMA, Federal Highway Administration (FHWA) and the County to estimate the quantity of Disaster Debris associated with each declared disaster or emergency and shall provide the County, in writing, an estimated total of cubic yards of Disaster Debris, as referenced in Attachment "F" to be removed per a County issued Task Authorization. Subsequently, the County shall issue a Task Authorization to the Contractor defining the work, ceiling price, schedule, and documentation.

F. Other Contracts.

Other contracts may be issued for the purpose of removing disaster related debris within Columbia County. The County reserves the right to issue other contracts or direct other Contractors to work within the Scope of Services included in this Agreement. As previously stated, the selected firm(s) shall work cooperatively with all Federal, State and local authorities and related disaster service providers retained by the County (e.g., Disaster Debris monitoring contractor, etc.).

G. Compensation.

1. Compensation shall not accrue to the Contractor unless and until a Task Authorization is issued either in preparation for or anticipation of a debris-generating disaster or immediately following such disaster. The Contractor shall be responsible for removal and disposal operations, and shall utilize its own and subcontractors' resources to meet its contractual obligations.
2. The Contractor's invoices for services performed under Task Authorization shall be presented for payment to the County Debris Group Supervisor, or County Authorized Representative. Each invoice shall reference the Task Authorization issued for the work and provide all information and or documentation necessary to verify quantities for which payment is requested.
3. The County shall not pay for mobilization and demobilization.
4. Payment for work completed shall be invoiced weekly. Invoices shall be based on verified quantities from the daily operational reports.
5. A ten percent (10%) retainage shall be withheld until the end of the project, including ticket reconciliation.
6. Payment for Emergency Debris Clearance associated with pushing debris to the rights-of-way (ROW) shall be paid for under the hourly fee schedule provided in **Attachment "F"**. All hourly equipment rates are all inclusive including the cost of the Operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates are all inclusive including the cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
7. Payment for work completed during Emergency Debris Clearance shall be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling shall result in non-payment for the down time. Down time shall be deducted in one half hour segments. Down time occurring for less than fifteen minutes (15) shall not be deducted from reported work hours.
8. The cubic yard price during the debris removal phase includes payment for the entire operation provided in **Attachment "F"**. The cubic yard price will be applied to two (2) distinct scenarios: 1) Debris Management Site (DMS); and 2) Citizen Drop-Off Site (CDS).
 - a. Scenario 1 – DMS - there will be no separate billing for specific projects such as site preparation or restoration, loading and hauling to a DMS. DMS site preparation and set-up, operation, volume reduction, chipping or grinding, incineration, sorting, haul out of material to final disposal, including the cost of disposal (i.e., cradle to grave), and DMS site restoration, etc.
 - b. Scenario 2 – CDS - there will be no separate billing for specific projects such as site preparation or restoration, loading and hauling from a CDS to a DMS. CDS site preparation and set-up, operation, volume reduction, chipping or grinding, sorting, haul out of material to a DMS or final disposal, including the cost of disposal (i.e., cradle to grave), and CDS site restoration, etc. Further, if Scenario 2 - CDS is utilized, the contractor shall not be eligible for additional compensation under Scenario 1 DMS.
9. Payment for all Disaster Debris types sorted, segregated, processed, reduced, or disposed during the debris removal phase shall be made at the unit price for Debris Type provided in **Attachment "F"**.
10. Payment for the removal of Hazardous Trees, six (6) inches in diameter and larger measured at DBH (diameter

breast height), shall include all costs associated with cutting, loading, hauling, dumping, and final disposal, shall be paid for under the item for appropriate size category for Hazardous Tree in **Attachment "F"**. Contractor shall cut the tree trunk as close to the ground as possible (flush cut). Hazardous trees which extend onto the public ROW from private property shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the Hazardous Tree that extends within the ROW shall be removed.

11. Payment for the removal of hazardous limbs, two (2) inches in diameter and larger at point of break, shall include all costs associated with cutting, loading, hauling, dumping, and final disposal, and shall be paid for under unit price per Hazardous Limb in **Attachment "F"**.
12. Payment for the removal of stumps that require grubbing and backfilling, twenty-five (25) inches in diameter and larger, shall include all costs associated with grubbing, loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal, and shall be paid for under the item for the appropriate size category for Hazardous Stump in **Attachment "F"**.
13. The maximum payment allowed shall be as defined in the Task Authorization ceiling price. The Contractor shall be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully executed by the County.
14. Payment for all costs incurred for mobilization, demobilization, site preparation, and site closure shall be included in the unit cost for processing debris.
15. If a Payment and Performance Bond is required, the cost of such will be borne by the Contractor. The County will not reimburse the Contractor for the cost of the Performance and Payment Bond.

H. Permits.

The Contractor shall be duly licensed in accordance with state and local statutory requirements to perform the work. The Contractor shall obtain applicable permits and licenses necessary to conduct the Scope of Services in this Agreement. The Contractor shall be responsible for determining what permits are necessary to conduct the work under this Agreement and if any such permits must be secured by the County. Copies of all permits shall be submitted to the County Debris Group Supervisor, or County Authorized Representative, throughout the contract period. The County shall only obtain regulatory permits, as advised by the Contractor and that cannot reasonably be obtained by the Contractor, required for the processing and disposal of collected Disaster Debris, if necessary.

I. Notice of Violations.

The Contractor shall be responsible for taking timely corrective action in response to any notices of violation issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for any such violations shall be at no additional cost to County.

J. Subcontractors.

The Contractor is encouraged to employ experienced and qualified local subcontractors. The subcontracting structure shall not exceed three (3) tiers ((i)sub/ (ii)sub, sub/ (iii) sub, sub, sub) unless authorized by the County Debris Group Supervisor, or County Authorized Representative. The Contractor shall maintain a record of the subcontractor's certificates of insurance. The subcontractor's insurance shall include the requirements listed in this Agreement. The Contractor shall provide proof of the subcontractor's vehicle, workers' compensation, and other insurance requirements upon the County's request.

K. Mobilization.

The Contractor shall be fully mobilized to begin debris removal operations within two (2) Days following the completion of the emergency Push operations. Disaster Debris removal work within Columbia County shall be prioritized by the County Debris Group Supervisor, or County Authorized Representative.

L. Ineligible Debris.

1. FEMA Ineligible Debris and work includes, but is not limited to: debris on agricultural land used for crops and livestock; concrete slabs; reconstruction debris consisting of material used in the reconstruction of disaster-damaged improved property; vacant lots; forests; heavily wooded areas; unimproved property; unused areas, private roads, gated communities, and regular household garbage.
2. The County may elect to remove debris from private property to include gated communities. Only the County Debris Group Supervisor, or County Authorized Representative, shall direct the Contractor to remove debris from private property. FEMA Ineligible Debris shall be left in place, except as directed by the County Debris Group Supervisor, or County Authorized Representative.
3. The County Debris Group Supervisor, or County Authorized Representative, shall obtain a signed ROE (Right of Entry) Agreement and Hold Harmless Agreement (HHA) from property owner(s) or authorized representatives

prior to entry by the County, County Authorized Representative, or Contractor.

4. The Contractor shall only invoice the County for handling (e.g., removal, hauling, sorting, reduction, and final disposal) FEMA Ineligible Debris if authorized in advance by the County Debris Group Supervisor, or County Authorized Representative.
5. The Contractor shall keep FEMA Ineligible Debris separate from FEMA Eligible Debris from cradle to grave to include, but not limited to removal, hauling, sorting, reduction, and final disposal.
6. The Contractor shall invoice FEMA Ineligible Debris completely separate from FEMA Eligible Debris. The Contractor shall mark all FEMA Ineligible Debris invoices with FEMA INELIGIBLE on front top of each invoice.
7. The County Debris Group Supervisor, or County Authorized Representative, shall indicate FEMA INELIGIBLE in the Automated Debris Management System (ADMS) for all FEMA Ineligible Debris.
8. The County Debris Group Supervisor, or County Authorized Representative, shall indicate FEMA INELIGIBLE on front top of each paper Load Ticket for all FEMA Ineligible Debris.
9. The County Debris Group Supervisor, or County Authorized Representative, shall keep separate FEMA Eligible Load Tickets from FEMA Ineligible Load Tickets.
10. The Contractor shall not mix FEMA Ineligible Debris with FEMA Eligible Debris. Mixing of FEMA Ineligible Debris with FEMA Eligible Debris shall render the entire load as Ineligible. The Contractor shall not be reimbursed for collection of such mixed loads of Eligible and Ineligible. Hauling of mixed loads will require approval from the County Debris Group Supervisor, or County Authorized Representative, prior to loading.
11. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not Eligible Debris and shall be reported to the County Debris Group Supervisor, or County Authorized Representative. The Contractor shall notify the local utility of the location of this damaged equipment.

M. Eligible Debris.

1. The Contractor shall only cut, load, haul, or dispose of Disaster Debris that is identified to be Eligible by the County Debris Group Supervisor, or County Authorized Representative.
2. Any Eligible Debris, such as Fallen Trees, which extend onto the ROW from private property, shall be cut, by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed.
3. The Contractor shall ensure all assigned/Eligible Debris is removed from a Load Site before moving to the other Load Sites. During the Disaster Debris removal process, it shall be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All Disaster Debris and residue shall be removed from the pavement.
4. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the truck bed in any direction. All loose Disaster Debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All Disaster Debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means to ensure no loss of Disaster Debris. It is required that all equipment that is hauling Disaster Debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment. The County Debris Group Supervisor, or County Authorized Representative, may authorize use of other types of Vehicles.
5. The County may seek reimbursement from FEMA for debris removal on private property. The Contractor shall wait for written authorization from FEMA, Federal Coordinating Officer (FCO), and the County Debris Group Supervisor or County Authorized Representative, prior to start of Eligible private property debris removal.
6. The County Debris Group Supervisor, or County Authorized Representative, shall obtain a signed ROE Agreement and HHA from property owner(s) prior to entry by the County, County Authorized Representative, or Contractor.

N. Emergency Debris Clearance (Push).

Emergency Debris Clearance (Push) shall consist of clearing roads and governmental property of disaster related debris throughout the unincorporated areas of Columbia County as directed by the County Debris Group Supervisor, or County Authorized Representative. The work shall include cutting and reducing Disaster Debris in place in order to allow traffic movement in the ROW. Emergency Disaster Debris clearance including labor and equipment shall be limited to seventy (70) hours (Time and Material) of actual work during the response phase. After seventy (70) hours of actual work the contract shall switch to a unit price.

O. Work Schedule for Emergency Debris Clearance (Push) Operations.

1. The Contractor shall work a minimum of twelve (12) hours per Day for the first seventy (70) hours of emergency

Push operations or until the County releases the Contractor during the emergency clearance phase. The County reserves the right to extend or reduce the hours and days of operation during the contract period. The Contractor may work more than twelve (12) hours per Day if desired. The Contractor shall coordinate with the County Debris Group Supervisor, or County Authorized Representative, to establish the work hours and develop schedules.

2. During the 48-hour planning stage, the County shall determine which streets and roads require Emergency Debris Clearance. The Contractor shall provide all labor, equipment, tools and materials necessary to fully operate and maintain the Emergency Debris Clearance operations (including fuel, oil, grease, repairs, and traffic control). The following types of labor, equipment, materials and tools are anticipated to include, but not be limited to:
 - a) Dump Trucks, 16-20 yd³ capacity, with Licensed and experienced Operator
 - b) Front-end Loaders, 3-5 yd³ capacity, with Licensed and experienced Operator
 - c) Two (2) Person Labor Crews with Chainsaws, 16" min bar, traffic flags, and miscellaneous small tools (e.g., axes, shovels, safety equipment, etc.)
 - d) Pickup Trucks, ½-1 Ton, with crew foreman, and communication equipment such as radios and cellular phones.
 - e) GPS units and other record keeping equipment required to appropriately record location of Push.
 - f) Fuel, oil, grease, equipment maintenance, and traffic control devices or equipment.
 - g) Actual types of equipment and quantities shall be determined by the extent of the disaster.

P. Debris Removal (Load and Haul):

The Disaster Debris removal phase shall begin after the completion of the Emergency Debris Clearance phase. The Contractor shall only load and haul Eligible Disaster Debris to an approved DMS. Eligible Debris shall be limited to Disaster Debris that is in, upon, or brought to public roads, ROW, County properties or facilities, and other public sites unless authorized in writing by the County Debris Group Supervisor, or County Authorized Representative. It is anticipated that multiple collection passes shall be performed for each public road, street, and ROW. This shall allow residents to return to their properties and bring Disaster Debris to the ROW as recovery progresses.

The reasonable period of performance for Disaster Debris removal shall be one hundred eighty (180) Days from start of Disaster Debris removal operations, unless the County Manager or his designee, initiate additions or deletions to the Agreement by written change orders. The County Manager or his designee shall have sole discretion to extend this period due to progress of Disaster Debris removal operations.

The Contractor shall be responsible for Disaster Debris removal and lawful disposal operations consistent with this Scope of Services to include, but not limited to:

1. **Vegetative Debris:** The Contractor shall remove and dispose of Vegetative Debris. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal of Vegetative Debris.
2. **Construction and Demolition Debris (C&D):** The Contractor shall remove and dispose of C&D. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal of C&D.
3. **Electronic Waste:** The Contractor shall remove and dispose of Electronic Waste. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal of Electronic Waste.
4. **White Goods:** The Contractor shall remove and dispose of White Goods that do not contain hazardous components. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal of White Goods.
5. **Sidewalks and Damaged Improvements:** The Contractor shall remove and dispose of damaged sidewalks and other damaged improvements. The Contractor shall notify the County Debris Group Supervisor, or County Authorized Representative, prior to removal and restoration of damaged sidewalks and other damaged improvements from the public ROW. Areas from which damaged sidewalks and other improvements are removed by the Contractor shall be brought back to grade.
6. **Vehicles and Vessels:** The Contractor shall remove and dispose of Vehicles and Vessels in accordance with Federal, State and Local laws, rules and regulations. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal and disposal of Vehicles and Vessels that may cause an unsafe or hazardous situation. If authorized, the Contractor shall use acceptable and approved towing methods for Vehicles and Vessels. Removal shall be accomplished without causing further damage to the Vehicle, Vessel or its contents. The Contractor shall take an inventory of the removed Vehicles

and Vessels and their contents and identify each Vehicle's and Vessel's owner and store all Vehicles and Vessels at the DMS or other appropriate sites approved by the County Debris Group Supervisor, or County Authorized Representative. All damaged and abandoned Vehicles and Vessels shall be disposed of properly.

7. **Putrescent Debris:** The Contractor shall remove and dispose of Putrescent Debris. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal and disposal of Putrescent Debris that may cause an unsafe or hazardous situation to include, but not be limited to, biomedical, animal carcasses and other fleshy organic matter. The Contractor shall provide all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of Putrescent Debris resulting from the event. The Contractor shall take precautions to prevent release of harmful substances into the environment.
8. **Infectious Waste:** The Contractor shall remove and dispose of Infectious Waste. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal and disposal of Infectious Waste that may cause an unsafe or hazardous situation to include, but not limited to: contaminated animal waste; human blood and blood products; isolation waste; pathological waste; discarded sharps; needles; scalpels; and broken medical instruments. The Contractor shall provide all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of Infectious Waste resulting from the event. The Contractor shall take precautions to prevent release of harmful substances into the environment.
9. **Hazardous and Industrial Waste:** The Contractor shall remove and dispose of Hazardous and Industrial Waste. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal and disposal of materials that may cause an unsafe or hazardous situation. The Contractor shall provide all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of Hazardous and Industrial Waste materials, including applicable White Goods resulting from the event. The Contractor shall remove the hazardous components of the White Goods to prevent release of harmful substances into the environment.
10. **Soil, Mud, and Sand:** The Contractor shall remove and dispose of Soil, Mud, and Sand from roads, streets, bridges and ROW, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal of Soil, Mud, and Sand. The Contractor may be required screen Sand and return clean Sand to designated sites. If required, the Contractor shall obtain all required permits for this type of depositing and meet the local, state and federal guidelines for clearing, removing, and processing any Soil, Mud or Sand that may have built up along public (County) property.
11. **Structures and Buildings:** The Contractor may be required remove and dispose of condemned Structures and Buildings that pose a threat to public safety, as designated by the County. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal and disposal of condemned Structures. Contractor services may include the coordination of the following, but may be not limited to; verification of ownership; right-of-entry form distribution and collection; building official assessments; archeological, environmental, and historical review; photography; geographic positioning system (GPS) coordinates; compile and update database; assist with condemnation letters, assist with notice of demolition; and notice of intent to demolish.
12. **Fallen Trees:** The Contractor shall remove and dispose of Fallen Trees that originate from within the ROW, are a direct result of the event, and those which extend onto the ROW from private property, at the point where it enters the ROW, and that part of the Eligible Debris that lies within the ROW. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal of Fallen Trees.
13. **Drainage System:** The Contractor may be required remove and dispose of Disaster Debris from Drainage Systems. The Contractor shall obtain approval from the County Debris Group Supervisor, or County Authorized Representative, prior to removal and disposal of Disaster Debris from Drainage Systems. The Contractor shall provide all permits and services necessary to clean and open Drainage Systems.

Q. Debris Compaction.

The Contractor shall mechanically load and apply reasonable compaction to each load. Reasonable compaction is achieved by the tamping of Disaster Debris in the collection vehicle by the loading device. The volume of Disaster Debris being delivered by Vehicles using hand loading methods will be reduced by fifty percent (50%) of the observed volume as defined by FEMA Public Assistance Program and Policy Guide (PAPPG), FP 104-009-2/April 2018. Contractor will submit the number of hand loading crews at the end of each Day to County Debris Group Supervisor, or County Authorized Representative.

R. Hazardous Tree and Limb Removal.

1. The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The County Debris Group Supervisor, or County Authorized Representative, shall provide the Contractor with a list of trees and limbs prior to the start date of the Task Authorization.
2. Tree and limb work shall include the removal and disposal of Hazardous Trees and hazardous hanging limbs in improved public property or public ROW.
3. Removal of Hazardous Trees or limbs on private property shall only be conducted at the direction of the County Debris Group Supervisor, or County Authorized Representative, and upon written authorization from FEMA FCO if the County seeks reimbursement from the FEMA Public Assistance Program. The County Debris Group Supervisor, or County Authorized Representative, shall obtain a signed ROE Agreement from property owner(s) prior to entry by the County, County Authorized Representative, or Contractor.
4. A Hazardous Tree includes the following main characteristics:
 - a) More than 50 percent of the crown is damaged or destroyed
 - b) Split trunk or broken branches that expose the heartwood
 - c) Leaning at an angle great than 30 degrees
 - d) More than 50 percent of the root-ball exposed
5. Measurement for Hazardous Tree removal will be determined at the tree trunk DBH. DBH is measured at four and one half (4-1/2) feet above ground level.
6. Measurement for leaning trees cut at the ROW line will be determined at the point of the cut.
7. Fallen Trees that are entirely on the ground and not leaning shall be considered regular Vegetative Debris. Payment for Fallen Trees shall be paid for under unit price per cubic yard for Type provided in **Attachment "F"**. A hazardous limb includes the following main characteristics:
 - a) Greater than two (2) inches in diameter at the point of breakage
 - b) Still hanging in a tree and threatening a public-use area
8. All limbs shall be removed following proper procedures to avoid damage to the tree.
9. All trees and limbs shall be disposed of at an Columbia County DMS.
10. The Contractor shall use only rubber-tired equipment in the performance of removing trees and limbs.
11. Equipment used to remove hazardous hanging limbs shall have the ability to reach at least sixty (60) feet above the ground.
12. The Contractor shall notify the County Debris Group Supervisor, or County Authorized Representative, of any damage caused to private property or the public ROW during the course of tree or limb removal. The Contractor shall be responsible for repairs to private property or facilities within the public ROW caused by the removal of trees or limbs.
13. Maximum allowable time for completion shall be one hundred eighty (180) Days, unless the County Manager or his designee, initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
14. The Contractor shall provide at least one (1) site supervisor for each five (5) tree or limb cutting operations crews.
15. The Contractor shall take all necessary precautions to protect motorists, pedestrians, the public, private property, and all utilities.

S. Hazardous Tree Stumps.

1. Hazardous Tree Stump work shall include the extraction, removal, and disposal of Hazardous Tree Stumps in improved public property or public ROW. Removal of Hazardous Tree Stumps on private property shall only be conducted at the direction of the County Debris Group Supervisor, or County Authorized Representative, and upon written authorization from FEMA FCO if the County seeks reimbursement from the FEMA PA Program and not until the ROE Agreement has been generated and signed by the property owners.
2. Extraction of Hazardous Tree Stumps twenty-five (25) inches in diameter and larger shall be paid on a per-unit cost. The Hazardous Tree Stump shall have more than 50 percent of root-ball exposed, be twenty-five (25) inches in diameter and larger, as measured twenty-four (24) inches above ground.
3. Tree stumps with less than fifty (50) percent of the root-ball exposed shall be flush cut regardless of size and shall be paid for under the unit price for removing Vegetative Debris
4. Extraction of tree stumps less than twenty-five (25) inches shall be paid for under the unit price for removing Vegetative Debris per FEMA's Stump Conversion Table.
5. The Contractor shall only preform Hazardous Tree Stump extractions after the County Debris Group Supervisor, or County Authorized Representative, has given authorization.
6. The County Debris Group Supervisor, or County Authorized Representative, shall document each Hazardous Tree Stump with photographs, GPS coordinates, measurements, and quantity of material needed to fill the resultant hole.

7. Stump extraction and removal shall be compliant with FEMA PAPPG, FP 104-009-2/April 2018 and Current Disaster Assistance Policy.
8. Removal of a stump prior to documentation shall result in non-payment for stump removal.
9. The Contractor shall trim all roots flush with the ground, fill all stump holes and re-sod the area, if necessary, after removal.

T. Fully Disengaged Tree Stumps.

1. All stumps that are fully disengaged from the ground shall be considered normal Vegetative Debris. The Contractor shall remove all disengaged stumps from the assigned load site area before moving to another work area unless approved by the County Debris Group Supervisor, or County Authorized Representative.
2. Payment for fully disengaged stumps shall be paid for under the unit price for removing Vegetative Debris. The Stump Conversion Table shall be used to determine the equivalent stump volume of Vegetative Debris.

U. Stump Grinding.

The Contractor shall only grind stumps on a very limited basis and shall receive approval from the County Debris Group Supervisor, or County Authorized Representative, prior to the start of stump grinding.

V. Load Tickets.

1. The County Debris Group Supervisor or, County Authorized Representative, shall be responsible for providing an ADMS that provides for a paperless electronic data collection that captures volumes of debris removed and processed and captures load data elements. Hand written Load Tickets shall only be used as backup to the ADMS.
2. The County Debris Group Supervisor, or County Authorized Representative, shall be responsible for providing paper Load Tickets as a temporary substitute for the ADMS.
3. The County Debris Group Supervisor, or County Authorized Representative, shall return two copies of the five-part form to the vehicle operator when temporarily using hand written load tickets. The County Debris Group Supervisor, or County Authorized Representative, shall separate the County ticket (White) and place the Contractor (Yellow) tickets in a separate container.
4. Only the County Debris Group Supervisor, or County Authorized Representative, shall be in possession of the ADMS, blank paper Load Tickets, or County copy (White) paper Load Tickets.
5. The County Debris Group Supervisor, or County Authorized Representative, shall reduce the observed capacity of each hand-loaded truck or trailer by 50% in accordance with FEMA RP9523.12.
6. The Contractor shall not unload debris at a DMS without an approved ADMS or paper Load Ticket that contains all of the loading site information and that was completed by their assigned Load Site Monitor.
7. The Contractor shall not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the County Debris Group Supervisor, or County Authorized Representative.
8. The County Debris Group Supervisor, or County Authorized Representative, shall determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads shall be adjusted down during this visual inspection by the County Debris Group Supervisor, or County Authorized Representative. Load measurements shall be documented on load tickets.
9. The Contractor shall keep a daily updated log, in each DMS Inspection Tower and at a mutually agreed upon secure location at a CDS, of all loads received, including the total volume of debris in each load. The daily log shall be completed by a representative of the Contractor that is stationed in the Inspection Tower.

W. Daily Productivity Reports. The Contractor shall provide daily reports to the Debris Monitoring Contractor for daily load verification of Disaster Debris and stump removal. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing Disaster Debris. The cumulative and daily hourly statistic totals for each hand operated equipment and equipment type shall be reported separately in this report. Daily reporting is required with updates on the scheduled activities. Reporting shall be in writing or printed updates during progress meetings. This reporting shall include the following:

1. Name of the Contractor and subcontractors;
2. Number of trucks and equipment in use per Contractor and subcontractor;
3. Number and types of tools in use per Contractor and subcontractor; and
4. Number of personnel working per Contractor and subcontractor.
5. Number of truckloads;
6. Number of cubic yards of debris hauled daily and cumulative to date;
7. Locations of completed work; and

8. Locations of current work.

X. Weekly Productivity Reports.

The Contractor shall provide weekly productivity reports to the Debris Monitoring Contractor with updates on scheduled activities, progress, and future activities. In order to expedite the communication and utilization of reported information, electronic data files shall be provided to the County, or the County's Authorized Representative. The format of the data should utilize Microsoft Office products such as Excel®, or other alternatives approved by the County, or the County's Authorized Representative. This reporting shall include at a minimum, the following for the operation of the DMS and CDS:

1. Name of the Contractor and subcontractors;
2. Number of trucks and equipment in use per Contractor and subcontractor;
3. Number and types of tools in use per Contractor and subcontractor; and
4. Number of personnel working per Contractor and subcontractor.
5. Number of truckloads;
6. Number of cubic yards of debris hauled daily and cumulative to date;
7. Locations of completed work; and
8. Locations of current work.

Y. Contractor's Project Manager.

The Contractor shall provide a Project Manager (PM) to oversee the work. The Contractor's PM shall attend daily project meetings with the County, or the County's Authorized Representative for the duration of the work. The Contractor's PM shall coordinate all communications with the County, or the County's Authorized Representative. The Contractor's PM shall oversee and be responsible for all reporting, information, and invoicing submitted to the County and shall provide at a minimum, the following:

1. Contractor organizational charts with task matrix using Incident Command System form 204 and provide updates to reflect changes.
2. Daily and weekly productivity reports.
3. Updated list of all subcontractors, as well as phone numbers of the Contractor's personnel.
4. An affidavit stating there is a signed Agreement between the Contractor and each subcontractor prior to assigning work.
5. At least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove Disaster Debris or operate the DMS. The Contractor shall have a means to communicate with all their workers.

Z. Collection Crew.

The severity of a disaster event shall impact the number of collection crews required. The Contractor shall discuss potential collection requirements as part of the pre-event planning.

AA. Crew/Equipment Requirements.

A crew shall consist of the following minimum resources, unless approved by the County Debris Group Supervisor, or County Authorized Representative:

1. One (1) self-loader or a combination of three (3) hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
2. One (1) saw man and two (2) laborers with all pertinent equipment;
3. Two (2) flagmen,
4. Hot Spot Crew: The Contractor shall have at least one (1) "Hot Spot Crew".
5. A minimum of three (3) field supervisors at all times. For each estimated 100,000 cubic yards of Disaster Debris, an additional three (3) field supervisors shall be supplied. The Contractor shall provide sufficient field supervision for all assigned activities.

BB. Work Hours.

1. The Contractor shall perform the Work seven (7) days per week, including holidays.
2. The Contractor shall work twelve (12) hour days during the first pass removal phase.
3. The Contractor shall work twelve (12) hour days during the remaining Disaster Debris removal passes.
4. The Contractor shall perform the Work during daylight hours.
5. Rain events during collection shall not be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the County Debris Group Supervisor, or County Authorized Representative, of work stoppage due to inclement weather with the appropriate justification. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the Contractor and the County Debris

Group Supervisor, or County Authorized Representative.

6. The County Manager or his designee shall initiate additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.
7. Maximum allowable time for emergency Push operations completion will be the first (1st) seventy (70) hours of actual work, unless the County initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties.

CC. Work Plan.

1. The Contractor shall, with the County Debris Group Supervisor's, or County Authorized Representative's, direction, provide a work plan showing where operations will begin and which streets/roads will be cleared based on a two (2), seven (7), and fourteen (14) Day projection. The plan shall be updated every fourteen (14) Days thereafter or as directed by the County Debris Group Supervisor, or County Authorized Representative.
2. The Contractor shall provide an interim schedule within two (2) Days of the Alert and a final project plan within five (5) Days following the Notification of Need. Said project plan should include subcontracting activities, number of hauling units, safety action plan for all operations, and anticipated completion schedule.

DD. Zones.

The following zones have been established to describe geographical areas in the County, but are subject to change:

N/A

EE. Operations and Safety Plan.

Upon execution of the Agreement, the Contractor shall prepare and submit an Operations and Safety Plan to the County Debris Group Supervisor, or County Authorized Representative. The Operations and Safety Plan shall include, but not be limited to the following:

14. Method of subcontracting collection crews including the determination of the number of crews required
15. Communications with the County or County's Authorized Representative
16. Reporting data and information including formats
17. Quality Assurance/Quality Control (QA/QC)
18. Field supervision hierarchy (i.e., organizational chart)
19. Field safety instructions
20. Documentation of, response to, and corrective measures to be taken for property damage resulting from Contractor's collection activities
21. Fuel supply
22. Maintenance of traffic
23. Equipment and operations safety procedures
24. Protocol for Disaster Debris removal around potentially energized power lines and other hazardous conditions
25. Training to address requirements for compliance with federal and state requirements, including subcontractors
26. Invoicing

FF. Equipment.

The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris. The Contractor and its personnel shall not use equipment or labor authorized for Disaster Debris removal under the Agreement for private work during the working hours designated under the Agreement. Equipment shall be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within three (3) Days. The County prefers the use of self-loading equipment for removing Disaster Debris and reserves the right to require self-loading equipment in various areas of the County. The Contractor shall be responsible for all tools, fuel, lubricants, spare parts, labor, etc. to keep equipment in good working order throughout the duration of the project.

1. The Contractor shall provide all labor, equipment, tools, and materials necessary to prepare the site(s), stockpile the Disaster Debris, feed the grinder(s) and/or air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal all non-grindable or non-burnable Disaster Debris and ash residue, provide field reduction as required for loading, and any other labor, equipment, tools and materials which may be necessary for the performance of the Agreement.

2. Prior to commencing Disaster Debris reduction and disposal operations, the Contractor shall present to the County Debris Group Supervisor, or County Authorized Representative, for approval, a description of all equipment to be used for Disaster Debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
3. All trucks and other road equipment shall be in compliance with all applicable local, state, and federal rules and regulations. All equipment used for hauling Disaster Debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under the Agreement.
4. **Sideboards:** Sideboards or other extensions to a truck or trailer bed shall be allowed, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the County Debris Group Supervisor, or County Authorized Representative.
5. Damaged sideboards shall be repaired prior to arriving at the DMS.
6. **Trucks and Trailers:** All trucks utilized in hauling Disaster Debris shall be equipped with a tailgate that will effectively contain the Disaster Debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches shall not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords shall not be permitted.
7. Prior to commencing Disaster Debris removal operations, the Contractor shall present to the County Debris Group Supervisor, or County Authorized Representative, a list of all trucks or trailers that will be used for hauling Disaster Debris, for the purpose of determining hauling capacity. The hauling capacity shall be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
8. Hauling capacity, in cubic yards, shall be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer shall be uniquely numbered for identification with a permanent marking.
9. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the subcontractor's name, individual and unique identification number, Agreement number, and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs or markings associated with other work shall be removed prior to performing work included in the Agreement.
10. Equipment used by the Contractor under the Agreement for Disaster Debris Removal and Disposal shall be rubber tired, with any exceptions approved by the County Debris Group Supervisor, or County Authorized Representative.
11. Hauling containers shall be a minimum of fifteen (15) cubic yards in volume unless approved by the County Debris Group Supervisor, or County Authorized Representative.
12. Trailer type hauler containers shall be equipped with either tandem axles and/or dual tires. A minimum of four (4) tires are required on all trailers. The Gross Vehicle Weight shall be a minimum of ten thousand (10,000) pounds on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
13. Trucks or equipment that are designated for use under the Agreement shall not be used for any other work during the working hours of the Agreement. The Contractor shall not solicit work from private citizens, businesses, or others to be performed in the designated work area during the period of the Agreement. Under no circumstances shall the Contractor mix debris hauled for other contracts with Disaster Debris hauled under the Agreement.
14. The Contractor shall not store equipment or trucks on public property without the approval of the County Debris Group Supervisor, or County Authorized Representative.
15. The Contractor shall not park or camp overnight on public property without the approval of the County Debris Group Supervisor, or County Authorized Representative.

GG. DMS Operations.

The Contractor shall operate the DMS. Only Contractor, County, State, Federal, and other Vehicles specifically authorized by the County Debris Group Supervisor, or County Authorized Representative, shall be allowed to use the sites.

1. Columbia County shall advise its citizens to separate Disaster Debris into the categories identified in this Agreement, if practical. Failure on the part of the users to separate the Disaster Debris types does not relieve the Contractor of its Agreement responsibilities. Contractor shall coordinate with the County Debris Group Supervisor and County Public Information Officer to ensure accuracy of public message.
2. The Contractor shall manage the DMS to accommodate the various types of delivered Disaster Debris as specified in Attachment "F".

3. The Florida Department of Environmental Protection (FDEP) requires that all Household Hazardous Waste (HHW) collected from Disaster Debris operations shall be stored in a secondary container and maintained under a covered area. Leaking containers shall be placed in another container and stored in a secondary container. Twelve (12) volt batteries shall be stored above ground under a covered structure. The Contractor shall be responsible for the proper disposal or recycling of this type of debris.
4. Each DMS shall be equipped with portable toilets with hand washing accommodations, a working office trailer, and a debris inspection/observation tower.
5. The Contractor shall manage and operate the DMS's located at various locations within the County. The Contractor shall verify with the County the location of the designated DMS. The Contractor shall use only DMS designated by the County Debris Group Supervisor, or County Authorized Representative, unless otherwise approved by the County Debris Group Supervisor, or County Authorized Representative. The Contractor shall haul Vegetative Debris, stumps, C&D, and mixed debris, to the respective DMS designated by the County Debris Group Supervisor, or County Authorized Representative.
6. Reduction of Vegetative Debris shall be through chipping/grinding or other reduction methods approved by the County Debris Group Supervisor, or County Authorized Representative.
7. The Contractor shall be required to process debris at a sufficient rate to maintain adequate access to each DMS. Sufficient disposal area shall be maintained to allow the efficient access and egress of collection Vehicles into the site and maneuverability for discharging their collected loads. The Contractor shall provide all barricades, signage, and signaling necessary to provide safe passage onto the public road from the DMS.
8. All work, including site restoration prior to close-out, shall be completed within thirty (30) Days after receiving notice from the County Debris Group Supervisor, or County Authorized Representative, that the last load of Disaster Debris has been delivered, unless the County Manager or his designee, initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
9. **Inspection Tower:** The Contractor shall provide all equipment, materials, tools, labor and supervision necessary to construct an inspection tower or approved alternate at each DMS entrance. The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer. The inspection tower shall be sized to accommodate at least three (3) people. The inspection tower shall be constructed of durable structural materials and be designed to withstand appropriate active and static loads. The inspection tower construction shall also include a roof and sides for personnel protection. Stairs shall be constructed for access into the inspection tower. Stairs design or configuration shall comply with Occupational Safety and Health Administration (OSHA) regulations, United States Army Corp of Engineers guidance, and local codes to ensure safety and performance needs as required. The Contractor shall conduct a safety inspection of the inspection tower every Day prior to the start of operations. The Contractor shall construct at least one inspection tower at the entrance of each DMS. The County Debris Group Supervisor, or County Authorized Representative, may require additional inspection towers to improve traffic flow through the DMS, at no additional cost to the County. The Contractor shall only use aerial and scissor lifts on a temporary basis or until completion of the inspection tower.

HH. CDS Operations.

The Contractor shall operate the CDS for the benefit of the citizens of Columbia County. Different from a DMS, the CDS must be operated to allow the safe access, use and egress to the general public.

1. Columbia County shall advise its citizens to separate Disaster Debris by Vegetative Debris and C&D. It should be noted that C&D is limited to fences and dock materials and no other materials will be accepted. Failure on the part of the users to separate the Disaster Debris types does not relieve the Contractor of its Agreement responsibilities. Contractor shall coordinate with the County Debris Group Supervisor and County Public Information Officer to ensure accuracy of public message.
2. The Contractor shall manage the CDS to accommodate the various types of delivered Disaster Debris (e.g., Vegetative Debris and C&D).
3. The Contractor shall provide at minimum a clamshell truck and front-end loader for managing debris delivered to the CDS. If the CDS is a shared site with a DMS, the equipment simply needs to be available for use at the CDS.
4. Each CDS shall be equipped with portable toilets with hand washing accommodations, a working office trailer, and a Disaster Debris inspection/observation tower or secured area.
5. The Contractor shall manage and operate the CDS' that may or may not be located near a DMS. The Contractor shall verify with the County the location of the designated CDS. The Contractor shall use only CDS designated by the County Debris Group Supervisor, or County Authorized Representative, unless otherwise approved by the County Debris Group Supervisor, or County Authorized Representative. The Contractor shall haul

Vegetative Debris and C&D either to a DMS or final disposal location designated by the County Debris Group Supervisor, or County Authorized Representative.

6. Reduction of Vegetative Debris shall be through chipping/grinding or other reduction methods approved by the County Debris Group Supervisor, or County Authorized Representative.
7. The Contractor shall be required to manage Disaster Debris at a sufficient rate to maintain access to each CDS. Sufficient drop-off area shall be maintained to allow the efficient access and egress of personal vehicles into the site and maneuverability for discharging their Disaster Debris. The Contractor shall provide all barricades, signage and signaling necessary to provide safe passage onto the public road from the CDS.
8. All work, including site restoration prior to close-out, shall be completed within thirty (30) Days after receiving notice from the County Debris Group Supervisor, or County Authorized Representative, that the last load of Disaster Debris has been delivered, unless the County Debris Group Supervisor, or County Authorized Representative, initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
9. **Inspection Tower:** The Contractor shall provide all equipment, materials, tools, labor and supervision necessary to construct an inspection tower or approved alternate inspection area at each CDS entrance. The inspection tower or approved alternate inspection area shall be of such height as to allow full visual inspection of the incoming Vehicles. The inspection tower or approved alternate inspection area shall be sized to accommodate at least two (2) people. The inspection tower shall be constructed of durable structural materials and be designed to withstand appropriate active and static loads. The inspection tower construction shall also include a roof and sides for personnel protection. Stairs shall also be constructed for access into the inspection tower. Stair design or configuration shall comply with OSHA regulations, United States Army Corp of Engineers guidance, and local codes to ensure safety and performance needs as required. The Contractor shall conduct a safety inspection of the inspection tower or alternate inspection area every Day prior to the start of operations. The Contractor shall construct at least one inspection tower or approved alternate inspection area at the entrance of each CDS. The County Debris Group Supervisor, or County Authorized Representative, may require additional inspection towers or approved alternate inspection areas to improve traffic flow through the CDS, at no additional cost to the County. The Contractor shall only use aerial and scissor lifts on a temporary basis or until completion of the inspection tower or approved alternate inspection area.

II. Disaster Debris Storage.

The Contractor shall establish lined temporary storage areas for ash, Hazardous and Industrial Waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The Contractor shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants in compliance with all applicable laws, rules and regulations.

- a) The Contractor shall be responsible for establishing site layout at each of the DMS and CDS, as appropriate to the site and its use.
- b) The Contractor shall be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and CDS, as appropriate to the site and its use.
- c) The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures at each DMS and CDS, as appropriate to the site and its use.
- d) The Contractor shall direct traffic entering and leaving the site, and shall direct dumping operations at the DMS and CDS, as appropriate to the site and its use.
- e) As directed by the County Debris Group Supervisor, or County Authorized Representative, the Contractor shall be responsible for sorting and stockpiling the debris at the DMS and CDS, as appropriate to the site and its use. At a minimum, Disaster Debris shall be segregated into the following:
 - 1) Vegetative Debris;
 - 2) non-burnable/non-grindable mixed debris
 - 3) Hazardous and Industrial Waste;
 - 4) Electronic Waste;
 - 5) C&D;
 - 6) White Goods, and;
 - 7) Soil, Mud, and Sand;
 - 8) Vehicles and Vessels;
 - 9) Putrescent Debris;
 - 10) Infectious Waste; and
 - 11) ash residue.
- f) Further segregation of C&D debris, such as recyclable material or White Goods may be necessary at the

- DMS and CDS, as appropriate to the site and its use.
- g) The Contractor shall take necessary precautions while handling Hazardous and Industrial Waste and White Goods to prevent release of gases and fluids such as Freon, various oils, and fluids into the environment.
 - h) Upon completion of the Disaster Debris reduction process, the Contractor shall clear the DMS and CDS of all Disaster Debris and restore the site to the pre-existing condition before the disaster event. The Contractor shall coordinate inspection of restoration of the DMS and CDS with the County Debris Group Supervisor, or County Authorized Representative, and an inspection checklist will be compiled by the Contractor. The DMS and CDS shall be restored to the satisfaction of the County Debris Group Supervisor, or County Authorized Representative, including response to inspection checklist items.
 - i) The Contractor shall provide qualified and appropriately trained and certified personnel to process and/or properly dispose of Disaster Debris.
 - j) The Contractor shall conduct operations at the DMS and CDS such that all nuisances to the surrounding neighbors are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.

JJ. Disaster Debris Reduction.

During the initial planning stage following a disaster, the County Debris Group Supervisor, or County Authorized Representative, shall decide the type of reduction method that shall be used for Vegetative Debris at each DMS. The following five (5) methods may be selected for the reduction of Vegetative Debris:

- Chipping/Grinding
 - Below-Grade Air-Curtain Incineration
 - Above-Grade Air-Curtain Incineration
 - Portable Air-Curtain Incineration
 - Open Pit
- 1. The Contractor shall process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing Vegetative Debris.
 - 2. The Contractor shall ensure all Disaster Debris is processed and hauled from the DMS before moving to other sites, unless otherwise approved by the County.
 - 3. The Contractor shall provide sufficient site supervision of all assigned activities. The Contractor shall provide at least one (1) supervisor at every DMS.

KK. Chipping and Grinding.

- 1. When the County requires chipping/grinding as a method of Disaster Debris reduction, it shall be the Contractor's responsibility to adequately dispose of the chips and/or mulch produced from the chipping/grinding, without any additional cost to the County. The Contractor may sell or give the chips and/or mulch for use in agricultural mulch, fuel, or wood products, consistent with federal, state and local requirements.
- 2. The average chip size produced will be dependent on the needs of the end user or as defined by the County Debris Group Supervisor, or County Authorized Representative. The reduction in volume of the Vegetative Debris shall be at least a four to one (4:1) ratio. The Contractor shall provide the County Debris Group Supervisor, or County Authorized Representative, the specification of the grinder screen size and the reduction ratio for each grinder used on this contract for approval prior to commencing chipping or grinding operations.
- 3. Contaminants are not permitted in the chips or mulch. Plastics, metals, pressure treated lumber, and other non-Vegetative Debris shall be eliminated. Sand and dirt should be minimized as much as possible. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the Vegetative Debris.
- 4. Chips/mulch shall be stored in piles no higher than twelve (12) feet, and meet all state and local laws. Chipping operations shall be a minimum of three hundred feet (300) away from any improved structure to include, but not limited to: railroad right-of-way, buildings, homes, vehicles, playground, storage structure, and roadways.
- 5. The Contractor shall obtain in writing from the County Debris Group Supervisor, or County Authorized Representative, any changes to the processing requirements above

LL. Burning Methods.

The primary method of Vegetative Debris reduction shall be chipping and grinding. The Contractor shall obtain authorization from the County Debris Group Supervisor, or County Authorized Representative, for any burning of Vegetative Debris. When burning method is authorized by the County Debris Group Supervisor, or County

Authorized Representative, the Contractor shall use the following four (4) methods:

1. Above-Grade Incinerator – High Water Table. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that shall be precisely configured to properly function. The blower shall have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
2. Below-Grade Incinerator – Low Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a “curtain effect” to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
3. Portable Air-Curtain Incinerator (i.e., fire box). The portable air-curtain pit burning method incorporates a self-contained system with an air disbursement manifold located on one side of the combustion chamber.
4. Open Pit. An option of last resort, open pit incineration has no environmental controls and can only be considered with duly authorized permission and oversight.
5. The burn shall be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
6. No hazardous or contained-ignitable material shall be dumped into the pit.
7. The Contractor shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.
8. The Contractor shall be responsible for dust control while handling ash materials.

MM. Ash.

If applicable, the Contractor shall be solely responsible for the storage, removal, and disposal (including payment of tipping fees) of ash from all burning operations as may be approved by the County Debris Group Supervisor, or County Authorized Representative. The ash containment area shall be “wetted down” periodically to prevent particles from becoming airborne.

NN. DMS and CDS Site Plan and Management.

1. The Contractor shall provide a site operations plan for review and approval by the County Debris Group Supervisor, or County Authorized Representative prior to beginning work. At a minimum, the plan shall address the following:
 - a) Access and egress to site
 - b) Site management, to include point-of-contact, organizational chart, etc.
 - c) Traffic control methods and procedures
 - d) Site security
 - e) Site safety
 - f) Site layout/segregation plan
 - g) Hazardous and Industrial Waste materials plan
 - h) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
 - i) Vector control
 - j) Coordination for site selection
2. The Contractor shall be responsible for preparing the site(s) to accept Disaster Debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The Contractor shall provide utility clearances and sanitation facilities. The Contractor shall protect existing structures.
3. The Contractor shall be responsible for installing site security measures and maintaining security at the site.
4. The Contractor shall manage the sites to minimize the risk of fire.

OO. DMS and CDS Spotter.

The Contractor shall provide a minimum of one (1) spotter at each Disaster Debris type staging location within the DMS and CDS to ensure the Disaster Debris is properly handled. The Contractor shall remove all contaminants and Hazardous and Industrial Waste from Disaster Debris dumped at the DMS and CDS and stored in the appropriate locations.

PP. Public Drop-Off.

Residents of Columbia County may only bring Vegetative Debris and C&D to a CDS.

QQ. DMS and CDS Traffic Control.

1. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the DMS and CDS and at work areas. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, two flag people shall be posted at each entrance to the work area to direct traffic.
2. The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards, latest edition.
3. The Contractor must be certified by FDOT and provide the County Debris Group Supervisor, or County Authorized Representative, with copies of certifications to conduct traffic control operations on roads in Columbia County.
4. The foregoing requirements are to be considered as a minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas, DMS and CDS.

RR. Recycling.

Recycling of debris by the Contractor is encouraged and will be coordinated with the County Debris Group Supervisor, or County Authorized Representative. Contractor shall keep revenue generated from recycling operations.

SS. Closure of DMS and CDS.

1. The Contractor shall be responsible for the closure of the DMS and CDS within thirty (30) Days of shipping the last load of Disaster Debris for disposal. This closure shall include removal of all site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); grading the site; environmental remediation; and restoring the site to pre-work conditions. The site shall be restored in accordance with all Federal, State and local requirements. The Contractor shall receive approval from the County Debris Group Supervisor, or County Authorized Representative, as to the final acceptance of a site closure. Final payment shall be released to the Contractor upon acceptance of all DMS and CDS by the County.
2. The Contractor shall restore the entire DMS and CDS to pre-existing conditions. If remediation is required, the Contractor shall prepare a cost for the remediation of each DMS and CDS for approval by the County Debris Group Supervisor, or County Authorized Representative.
3. Closure and Remediation of the DMS and CDS – After notice by the County, the Contractor shall cease debris collection activities and remove all Contractor's equipment and temporary structures and shall dispose of all residual debris from the DMS and CDS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the County using the Toxicity Characteristic Leaching Procedure. Ash shall be disposed of in a Class I landfill if contamination is not found. The County reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the Contractor shall test soil and groundwater. The test results shall be compared to baseline test results to determine if contaminants are present. The Contractor is responsible for the reclamation and remediation of the DMS and CDS to its original state which shall be subject to the County's final acceptance. The payment retainer shall not be released until all debris sites have been closed and remediated.

TT. Hazardous and Industrial Waste Issues.

1. The Contractor shall be required to construct a containment area at the DMS to store Hazardous and Industrial Waste materials. This containment area shall consist of an earthen berm with a non-permeable liner. The containment area shall be covered at all times with a non-permeable cover.
2. All materials that are classified Hazardous and Industrial Waste shall be reported immediately to the County Debris Group Supervisor, or County Authorized Representative. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All Hazardous and Industrial Waste shall be moved and placed in the designated containment area.
3. Regulated Hazardous and Industrial Wastes shall be collected by a specialty Contractor licensed and permitted to handle these types of materials. The Contractor shall notify the County Debris Group Supervisor, or County Authorized Representative, of the location of any potential Hazardous and Industrial Waste materials.

UU. Hazardous Waste and Industrial Spills.

1. The Contractor shall be responsible for immediately reporting to the County Debris Group Supervisor, or County Authorized Representative, and cleaning up all Hazardous and Industrial Waste materials or waste spills caused by the Contractor's operations at no additional cost to the County.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
3. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the County Debris Group Supervisor, or County Authorized Representative, immediately following discovery. A written follow-up report shall be submitted to the County Debris Group Supervisor, or County Authorized Representative, no later than seven (7) Days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - a) Description of the material spilled (including identity, quantity, manifest number, etc.)
 - b) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
 - c) Exact time and location of spill, including description of the area involved
 - d) Receiving stream or waters
 - e) Cause of incident and equipment and personnel involved
 - f) Injuries or property damage
 - g) Duration of discharge
 - h) Containment procedures initiated
 - i) Summary of all communications the Contractor has had with press, agencies, or government officials, other than the County.
 - j) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

VV. Surface Damage.

The Contractor shall be responsible for filling to grade, with like material, all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work. The Contractor shall repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred.

WW. Repairs.

The Contractor shall be responsible for repairing all damage caused by the performance of its work. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, and grass areas, caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.

XX. Claims.

The Contractor shall contact the person(s) making claims regarding damages within twelve hours of receiving said claim. Contractor shall coordinate a site visit with the County Debris Group Supervisor, or County Authorized Representative. Information such as method of repair and timeline for completion shall be discussed. The Contractor shall provide the County with a daily report listing all damage claims and outlining the status of all damage repairs. The Contractor shall coordinate with the County Citizen's Information Center at the EOC. Citizen's Information Center will intake calls regarding claims and will forward them to the Contractor's call center or phone line designated for claim processes.

YY. Claims Resolution.

1. The Contractor shall respond, in writing, to each claimant within ten (10) Days after a claim has been logged, with a copy submitted to the County's Risk Management Department. All claims shall be resolved by the Contractor within twenty (20) Days after submission. When submitting reports of the resolved claims to the County's designated representative, the Contractor shall attest to the following:
2. To the best of the Contractor's knowledge, all data offered by the claimant must support that the claim is accurate and complete;

3. Paid claims shall accurately reflect the claimant's actual incurred costs;
4. All records and claims of records shall be put into a spreadsheet and submitted every twenty (20) Days. The spreadsheet shall include all paid claims, all outstanding claims, and explanation of status for any claims exceeding twenty (20) Days; and
5. No claims are to be paid unless a valid claim was submitted to, and approved by, the County's designated representative.

ZZ. Invoicing.

1. The Contractor shall submit invoices to include a detailed tabular report listing all individual Load Tickets, hazardous limbs, Hazardous Trees, and hazardous stumps during Disaster Debris removal phase. Hours worked for each piece of equipment and crew during Emergency Debris Clearance (Push). It should be noted that invoicing for labor during Emergency Debris Clearance (Push) shall be based on the actual work performed, not the "title" of the employee. All backup documentation supporting the invoice charges shall be attached with the invoice. The report shall meet the County's requirements for invoicing and be approved by The County Debris Group Supervisor, or County Authorized Representative, prior to the invoicing process.
2. Invoices submitted by the Contractor must be reviewed by the County's Debris Monitoring Contractor for verification and validation before payment will be made. Therefore, invoices submitted by the Contractor will be forwarded to the County's Debris Monitoring Contractor, along with any required supporting documentation, for verification and validation before approval for payment. Invoices shall be validated and verified by the County's contracted Debris Monitoring Contractor and forwarded to the County for payment of those portions verified and validated. No invoices shall be paid unless and until verified and validated first by the County's Debris Monitoring Contractor.
3. The Contractor shall submit invoices no more than thirty (30) Days following completion of the Work.
4. The Contractor shall invoice FEMA Ineligible Debris completely separate from FEMA Eligible Debris. The Contractor shall mark all FEMA Ineligible Debris invoices with FEMA INELIGIBLE on front top of each invoice.

AAA. Documentation Management and Support.

1. The Contractor shall assist the County in preparation of Federal and State reports for Public Assistance or Emergency Relief. The Contractor shall work closely with the County's Debris Monitoring Contractor, State Emergency Management, Federal, and other agencies to insure that debris collection, Disaster Debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
2. The Contractors field inspection reports and other data shall be sufficient to provide substantiation for Federal and State reimbursement.

BBB. Role and Responsibility of Debris Monitoring Contractor.

The County shall employ the services of a Debris Monitoring Contractor to provide oversight of the Contractor's operations. In this capacity, the consultant shall act as the County Authorized Representative and has authority to act on its behalf, including giving direction to the Contractor on all operational, reporting and administrative matters.

CCC. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

DDD. Federal Equal Opportunity Employer Requirement.

1. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
2. During the performance of this contract, the Contractor agrees as follows:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' 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.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, 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.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) 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, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO 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.

EEE. Compliance of Reporting Requirements.

The Contractor hereby acknowledges that the County has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

FFF. Retention of Records.

- 1. The County shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
- 2. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

GGG. Compliance with the Contract Work Hours and Safety Standards Act.

- 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 (40) 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.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A 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 A of this

section, in the sum of \$10 for each Day on which such individual was required or 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 A of this section.

3. Withholding for unpaid wages and liquidated damages. Columbia County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.
4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 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 3 of this section.

HHH. Clean Air Act and The Federal Water Pollution Control Act.

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).
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 County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

III. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
2. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Columbia County. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and Columbia County(sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

JJJ. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended).

1. Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
2. Attachment "N" titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

KKK. Procurement of Recovered Materials.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA• designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

LLL. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

MMM. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

NNN. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

OOO. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Section III. General Instructions for Proposal Preparation and Delivery.

A. Requesting the Solicitation Document.

The RFP documents are available on-line at no charge via the Columbia County Website site: ColumbiaCountyFLA.com. **Register as a vendor to download the solicitation documents.** You may also download the solicitation documents via the link located on the Purchasing section page of www.ColumbiaCountyFLA.com. Columbia County is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing Office at (386). **Important:** The desire of Columbia County to pursue proposals shall in no way obligate the County to compensate you for your efforts or to execute a contract with your firm.

B. On-Line Service Provider Disclaimer.

N/A.

C. Solicitation Documents from Third Party Providers.

The Columbia County Purchasing Office is the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may contain an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to contact the Columbia County Purchasing Office to provide a contact name, mailing address, phone number, fax number, and email address to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of Columbia County is prohibited.

D. Pre-Proposal Conference.

There will be no pre-proposal conference for this project.

E. Interpretation and Questions.

All questions relating to this RFP document must be in writing and hand-delivered or delivered electronically through email or fax to the designated Purchasing Office Representative **no later than Wednesday, September 11, 2019 at 5:00 pm, Local Time**. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing Office Representative. Any oral communications will not be authoritative and will not be binding on the County. It is the sole responsibility of the proposer to contact the Purchasing Office prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal. Addenda will be available to all Proposers on the Columbia County

F. Preparation and Format.

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content.

G. Page Limitation.

Proposal packages shall be limited to **not more than fifty (50) PAGES**, printed on a single side of paper, with a font no less than twelve (12) point.

Note: Required attachments will not be counted in the fifty (50) page limitation.

H. Completeness.

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the County. The following list details the appropriate proposal format:

1. Selection dividers with tabs labeled. Tab "A" through Tab "E", to identify each required criteria in Section V;
2. All attachments shall be placed under the appropriate tab for that sub-section.
3. Currently valid Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License) shall be placed under Tab "A" of your proposal.

I. Corporate Standing and Authorized Signatory.

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is authorized on behalf of the Proposer to sign proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. The Proposer **must provide a copy of the State Certificate of Good Standing/Articles of Incorporation** listing the officers of the company. In addition to the aforementioned documents the /Proposer must include necessary information to verify the individual signing this Proposal and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

J. Proposal Reproduction.

Please submit **four (4) copies of the proposal package**, one (1) unbound original and **three (3)** bound copies. The submittal **MUST** also include a single CD-ROM or memory stick containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

K. Proposal Submittal and Delivery.

Sealed proposals must be received and date stamped in the Columbia County Purchasing Office by the specified **Tuesday, November 6, at 2:00 PM local time deadline**. Proposals received after the stated date and time will not be accepted and will be returned unopened. **No exceptions will be made.** Proposals shall be submitted and delivered to the below address in a sealed, opaque envelope or packaging material, plainly marked on the outside with the following:

Columbia County Purchasing Office 1
Courthouse Square, Suite 2300
Kissimmee, Florida 34741
RE: Solicitation RFP-2019 -
Solicitation Title: Disaster Debris Removal and Disposal Services
Due Date: at 2:00 PM Local Time Attention:

For your convenience, Attachment "M" has been provided to properly identify and affix to your RFP response.

L. Improper Identification and Timeliness.

The County is not responsible for the failure of a proposer or the Proposer's agent to submit responses in a timely manner or for a proposal that is not properly addressed or identified. Proposal delivery by electronic means, such

as facsimile and e-mail, is not allowed.

M. Public Opening of Proposals.

Proposals will be announced publicly in the Purchasing Office on the above appointed date and time or as soon thereafter as possible. Only the names of the respondents will be announced. All other information will be subject to Florida's Open Government Laws to Public Contracting.

N. Withdrawal of Proposals.

Proposals may not be withdrawn for a period of **one hundred eighty days (180)** Days after the public opening date.

O. Ownership of Documents.

All documents resulting from this RFP solicitation shall become the sole property of Columbia County.

Section IV. Proposal Schedule.

Tentative Schedule	
Task	Date
RFP Released to General Public	August 28, 2019
RFP Pre-Proposal Meeting (if applicable)	NOT APPLICABLE
Deadline for Questions by Interested Parties	September 11, 2019
Proposal Due Date and Opening	September 18, 2019
Evaluation and Selection	September 25, 2019
Presentations, if required	n/a
Board of County Commissioners or County Manager's Approval of Contracts	October 3, 2019

Section V. Proposal Response, Criteria, and Evaluation Point Values.

Evaluation Criteria	
Category	Points
A. Firm Qualifications and Experience	15
B. Similar Projects	10
C. Project Approach	35
D. Price Proposal / Fee Schedule (Attachment "F")	40
E. Additional Information	0
Total Points	100

A. Firm Qualifications and Experience – Tab "A" (15 Points).

- Letter of Transmittal.** Provide a letter of transmittal, no longer than two (2) pages, signed by an authorized representative of the Proposer, including a brief description of your firm's location, organization structure, and philosophy. (This section is *not* included in the overall proposal 30-page count.)
- Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the

- project (include names, contact information, and resumes), specify which services the individuals will provide to Columbia County, and if and where these individuals have worked as a team on similar projects
3. **Sub-Contractors.** Proposers must list any sub-Contractors that shall be used to accomplish the Scope of Services on the Proposed Schedule of subcontractor Participation Form (Attachment "G"). If no subcontractors are going to be used, check the box for subcontractors will not be utilized for this project at the top of the form.
 4. **Litigation.** Please list any past and/or pending litigation or disputes relating to the work described herein that your firm has been involved in within the last five (5) years. The list shall include each project name and the nature of the litigation.
 5. **Financial Information.** Provide an official letter from the Proposer's financial institution detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to produce financial requirements may be grounds for disqualification of your offer.
 6. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful offeror will be required to provide Certificate(s) of Insurance evidencing coverage as required in Attachment "B" within five (5) business days of the notification of intent to award. **Note:** Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
 7. **Corporate Standing and Authorized Signatories.** Proposers **must provide a copy of the State Certificate of good standing** listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the Proposer must complete the Articles of Incorporation / Corporate Documents Form (Attachment "I") or provide one of the forms of evidence of Signatory Authority listed in Section III, I Corporate Standing and Authorized Signatories.
 8. **Public Entity Crimes.** Proposers must complete the Public Entity Crimes Statement (Attachment "C") and have it notarized.
 9. **Conflict of Interest.** Proposers must provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the Conflict of Interest Statement (Attachment "D") and have it notarized certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the Columbia County Government.
 10. **Local Business Tax Receipt (formerly Occupational License).** Provide a copy of your Local Business Tax Receipt. Columbia County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its Contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (386)742-4000. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Columbia Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
 11. **Substitute W-9/Vendor Update Form.** Vendors that have not done business with the County or have not provided a Substitute W-9/Vendor Update within two (2) years must complete the Substitute W-9/Vendor Update Form (Attachment "K") and submit with the proposal.

B. Similar Projects – Tab "B" (10 Points).

To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of three (3) references of similar size projects in similar circumstances with appropriate reference information, concentrating only on those projects completed within the last two (2) years or currently underway by the Proposer's firm, as follows:

1. Client name, address, phone, fax number and email address;
2. Description of all services provided;
3. Performance period; and,
4. Total annual amount of contract.

Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with Columbia County Government.

C. Project Approach – Tab "C" (35 Points).

1. State your firm's technical approach to the project and the interpretation of the Scope of Services required.
2. Define the adequacy of resources, including personnel, labor, equipment and supply resources, and other requirements to provide the requested services.
3. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
Please describe your firm's approach to the diverse urban, rural, and agricultural areas within the County.

Include a discussion on techniques specific to a diverse population including a large number of seasonal and short-term residents.

Discuss your firm's experience in establishing DMS and CDS sites.

4. Provide an implementation schedule for proposed services including any management and planning strategies.
5. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.

D. Price Proposal / Fee Schedule – Tab “D” (40 Points).

The Price Proposal and Acceptance of Proposal Terms and Conditions Certification, Attachment “F”, shall be completed and included in Tab D. An authorized signatory must sign Attachment “F” attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions. This form must be notarized. As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

The Fee Schedule shall be evaluated as follows:

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score will be rounded to the nearest whole number.)

Example:

Vendor	Proposed Price	%		Maximum Score		Weighted Score
A	\$40,000	85%	X	25	=	21
B	\$37,500	90%	X	25	=	23
C	\$33,900	100%	X	25	=	25

33,900 divided by 37,500 = 90%; 90% x 25 = 23 (rounded to the nearest whole number)

E. Additional Information – Tab “F” (0).

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

Section VI. Evaluation Process.

A. Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the County may also consider the Proposer's ability to meet or exceed the following criteria:

1. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
2. The quality of performance of previous contracts or services including previous performance with the County;
3. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the Proposer to perform the contract or provide the service; and,
5. Whether the Proposer is in arrears to the County on a debt or a contract; whether the Proposer is in default on surety to the County; or whether the Proposer's taxes are delinquent.

B. Evaluation Committee.

The Evaluation Committee (EC) is comprised of qualified and recommended Columbia County staff members, professional County advisors, or local government staff or officials which are appointed by the County Manager or his designee in coordination with the requesting department. The EC shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The Purchasing Office Representative shall be the non-voting chair of the committee.

C. Initial Evaluation of Proposals.

The Purchasing Office Representative shall perform the initial review of all proposals submitted for initial qualifications certification. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and,
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

A checklist of the essential items required by the solicitation shall be prepared by the Purchasing Office Representative and presented to the EC for consideration and action. The County, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

D. Presentations or Interviews.

The County may request that Proposers provide presentations to the EC, County Manager, and/or Board of County Commissioners; and/or conduct interviews with the selected Proposers regarding the qualifications, ability to furnish the required services, and all criteria set forth herein. The Purchasing Office will notify all Proposers of the County's decision to request presentations and/or interviews, as applicable. Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

E. Best and Final Offer and Negotiations.

The County may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Purchasing Office and a member from the end use department. The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal. Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

F. Right to Cancel or Reject.

A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to accept or reject any or all proposals, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject proposals which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this proposal is considered an operational cost of the Proposer and shall not be passed on to or be borne by the County.

G. EC Tabulation.

The tabulation of the EC evaluation will be posted via the Columbia County Tabulation of proposal selections may also be viewed via the link located on the Purchasing section page of ColumbiaCountyFLA.com. Interested Proposers may also call the Columbia County Purchasing Office for results.

H. Protests.

1. Notice of Solicitation Protests: Any person having submitted a Proposal may protest an alleged Irregularity or defect in the procurement process by which such person is aggrieved by filing with the Purchasing Office Director a Notice of Solicitation Protest setting forth in writing the nature of the protest, the grounds upon which it is based and the relief sought. The Notice of Solicitation Protest must be received in the Purchasing Office at least three (3) business days prior to the due date for the Solicitation. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
2. Notice of Award Protest: Any Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest, in writing with the Purchasing Office, by 5:00 pm on the third (3rd) business day after the Notice of intent to Award is posted. An Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is upheld. A timely filing of a protest by an aggrieved Proposer may stay further procurement proceedings. It shall be at the discretion of the County Manager whether the performance of the Contract should be stayed. The Purchasing Director

shall consider the protest, make any other pertinent inquiries and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Purchasing Director shall confer with the Columbia County Attorney and County Manager or designee to review the basis for the protest and the results of the inquiries and concur on a determination. The Purchasing Director will send the protestor a Notice of Determination within five (5) business days of the County's determination.

I. Award of Contract.

1. The County Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the Columbia County Board of County Commissioners. The County Attorney's Office may review all Contract Documents. Other experts may be consulted to assist in this process.
2. The Purchasing Services Office and the requesting Department will prepare the required award documents and make recommendations for approval to the Columbia County Board of County Commissioners or County Manager. Upon award, the Chairman/Vice Chairman or County Manager, as applicable, will execute the agreement. The Columbia County Board of County Commissioners retains full discretion to award or reject a contract, or authorize expenditures in the best interest of the County.
3. Non-Exclusive Contract: Award of this project shall impose no obligation on the County to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
4. Ownership and Rights in Data: Any work, product or deliverable report provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate. The County shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

Section VII. General Terms and Conditions.

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. Columbia County abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Prompt Payment Act.

Payments will be made pursuant to section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Local Business Tax Receipt (formerly Occupational License).

Columbia County requires a Local Business Tax Receipt (formerly Occupational License) be held by all its Contractors. Please contact the Tax Collector/Local Business Tax Receipt Office directly for information concerning this requirement at (386)742-4000.

D. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the Proposer. The County will not entertain separate payment for these items.

E. Taxes.

Columbia County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.

F. Governing Laws and Venue.

Any contractual arrangement between Columbia County and the Proposer shall be consistent with, and be governed by, the ordinances of Columbia County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Columbia County, Florida.

G. Conflict of Interest.

All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an officer or

employee of Columbia County. Furthermore, all Proposers must disclose the name of any Columbia County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Proposer to ensure compliance with the County Administrative Code, Chapter 3, Section 3.9, Conflict of Interest. Please complete and submit Attachment "D" with your proposal response. The County may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

H. Additional Terms and Conditions.

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

I. Liability.

The successful Proposer shall act as an independent Contractor and not as an employee of Columbia County. The successful Proposer will be required to indemnify, defend, and hold and save harmless Columbia County, its officers, agents, and employees, from damages arising from the performance of, or the failure to perform, any task or duty required to be performed by the successful Proposer.

J. Indemnification.

1. General Liability: The successful Proposer will agree to be liable for any and all damages, losses, and expenses incurred to the County, caused by the acts and/or omissions of the successful Proposer, or any of its employees, agents, sub-Contractors, representatives, or the like. The successful Proposer will agree to indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the successful Proposer, or any of its employees, agents, sub-Contractors, representatives or the like.
2. Patent or Copyright: The successful Proposer shall indemnify and hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorney's fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the successful Proposer during or after completion of this project. These obligations shall survive acceptance of any goods, services and/or performance payment therefore by the County.

K. Insurance Requirement.

1. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt (Reference Section VII, letter C) with your proposal submittal.
2. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in Attachment "B", to Columbia County Purchasing Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) Day notice of cancellation to Columbia County and shall name Columbia County Board of County Commissioners as the Certificate Holder.
3. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

L. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list. By

completion and submittal of Attachment “C” and signature on this solicitation, the Proposer certifies that it is qualified to do business with Columbia County in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County may refuse final acceptance of the goods/services.

N. MWBE, LSBE and SDVBE Programs.

The Columbia County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) and Local Small Business Enterprise Programs (LSBE) with a combined goal of 25% Contractor and subcontractor participation. The purpose of these programs is to promote and encourage the participation of MWBE and LSBE as Contractor or subcontractor on County awards.

Proposers must include a list of subcontractors by completing Attachment “G”, Proposed Schedule of subcontractors Participation, which identifies which firms are MWBE, Service Disabled Veteran’s Business Enterprise (SDVBE) and LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE, SDVBE and LSBE subcontractors at the time of submission of each pay application or invoice.

The Columbia County Board of County Commissioner has established a SDVBE Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

O. Drug-Free Workplace Preference.

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete Attachment “E”, Drug- Free Workplace Certification and include with your RFP response.

P. Audits and Records—Responsibilities of Successful Proposer.

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer must maintain financial records and reports relating to funds paid by any parties for work on the matters that are the subject of this RFP document, and submit reports to the County in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract, and retain said copies for a period of no less than three (3) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the County Commission Auditor or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

Q. Additional Information.

The Columbia County Purchasing Services Office reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes.

R. Equal Opportunity.

Columbia County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the County’s Equal Employment Opportunity policy is available upon request.

S. Proposal Use by Other Agencies.

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

T. Lobbying: Lobbying Black-Out Period: Questions Regarding the RFP.

1. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of an Columbia County Board of County Commission Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the EC concerning an active solicitation during the Black-Out period.
2. The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
3. The Lobbying Black-Out Period for awards requiring Columbia County Board of County Commissioners approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Columbia County Board of County Commissioners refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
4. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
5. Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Columbia County Board of County Commission Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the EC concerning an active solicitation during the Black-Out Period.
6. All questions and procedural matters shall be directed to the Purchasing Services Office. Except in response to communications initiated by authorized County representatives, contact by Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the EC, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
7. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing Services Office Representative, in writing, by the cutoff date and time stated herein.
8. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (c) and (d) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

U. Office of Record.

The Columbia County Purchasing Services Office shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing Services Office may be reached Monday through Friday between 8:00 a.m. to 5:00 p.m. at 407- (phone) or 407- (fax).

V. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

W. Time of Performance.

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the County and the successful Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract time lines will be based on the projected scope and the estimated time for performance.

X. Attachments and Exhibits.

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

Y. Cost of Submittal.

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the County.

Z. Certification of Independent Price Determination.

By submission of a response, the Proposer certifies that in connection with this proposal: The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.

AA. Responsibility of Proposer.

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

BB. Employment Eligibility Verification (E-Verify).

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

CC. Sovereign Immunity.

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

DD. Estimated Quantities.

This RFP contains an estimated number of volume and/or transactions. Although said numbers reflect the County's average volumes over the past, the County cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the County to commit to said volume and/or transactions.

EE. Public Emergencies.

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Columbia County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Columbia County are protected from any emergency situation that threatens public health and safety as determined by the County. The Proposer agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

FF. Scrutinized Companies Clause.

Columbia County may not enter into any contract for \$1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of \$1 million shall be required to complete Attachment "L", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for \$1 million or more shall be subject to termination by Columbia County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "L" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statutes, shall be in accordance with those set forth therein.

GG. Public Records Compliance.

A. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0100
BCCPIO@Columbia.org

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
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 by Florida 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 COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
 5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

HH. Reserved.

[This space intentionally left blank]

Attachment "A"
Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: Columbia County Purchasing Office, 135 NE Hernando Ave, PO 1529, Lake City, FL 32056-1529.

I/WE HAVE DECLINED TO PROPOSE TO **RFP-2019 -**, titled "**Disaster Debris Removal and Disposal Services**" for the following reason(s):

- ☐ _____ Proposal requirements too "restrictive".
- ☐ _____ Insufficient time to respond to Request for Proposal.
- ☐ _____ We do not offer this service.
- ☐ _____ Our schedule would not permit us to perform.
- ☐ _____ Unable to meet requirements.
- ☐ _____ Unable to meet insurance or bond requirements.
- ☐ _____ Scope of Services unclear (please explain below).
- ☐ _____ Other (please specify below).

REMARKS: _____

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Date ____ / ____ / ____

Telephone Number _____

Fax Number _____

E-mail Address _____

Attachment "B"
Insurance Requirements

- A. Insurance.** The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. Limits.** The successful Proposer/Contractor and/or subcontractor shall maintain the following types of insurance, with the following respective minimum limits:
1. AUTOMOBILE PUBLIC LIABILITY - \$1,000,000 Combined Single Limit
 2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
 3. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000);
 4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
 5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000);
 6. POLLUTION LIABILITY - Pollution losses arising from all services performed to comply with this agreement with limits not less than \$5,000,000 per occurrence. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of agreement or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:
 - a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
 - c. Cost of Cleanup/Remediation.
Limits
Per Claim or Occurrence \$ 2,000,000
General Aggregate \$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable; and,
 7. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Proposer/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the County, for the protection of its employees not otherwise protected.

C. **Certificates of Insurance.** The successful Proposer/Contractor and/or subcontractor shall provide the County's Purchasing Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the County at least thirty (30) Days prior to any material changes in the provisions or cancellation of the policy, and
8. The Certificate Holders Box must read as follows:

**Columbia County Board of County
Commissioners c/o Director of Human
Resources
1 Courthouse Square, Suite 4200**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO COLUMBIA County PURCHASING , 1 COURTHOUSE SQ., SUITE 2300, KISSIMMEE, FL 34741**

- D. **County as Additional Insured.** The successful Proposer/Contractor and/or subcontractor shall name the "Columbia County Board of County Commissioners and Columbia County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- E. **Waiver.** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.
- F. **Subcontractors.** The successful Proposer/Contractor shall ensure that any sub-Contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars (\$1,000,000), unless statutory limits apply. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. **Loss Deductible Clause.** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.
- H. **Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Columbia County. The liability policies shall be Primary/Non-Contributory.

Initials of Signatory: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may be grounds for disqualification of your submittal<<<

Attachment "C"
Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number **RFP-2019 -**, for **"Disaster Debris Removal and Disposal Services."**
2. This sworn statement is submitted by _____ whose business address is _____
[Name of entity submitting sworn statement] _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

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

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

____There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

____The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

____The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP

>>>>Failure to submit this form with your RFP response may disqualify your submittal. <<<<

STATE OF _____)
County OF _____)

A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.

- AFFIANT

Typed Name of AFFIANT

Title _____

STATE OF _____
County OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced as identification.

NOTARY PUBLIC, State of

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

Attachment "E"
Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the RFP response.

In order to have a drug-free workplace program, a business shall:

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "E", Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
County OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH RFP RESPONSE – IF APPLICABLE

Attachment "F"

Price Proposal and Acceptance of Proposal Terms and Conditions Certification

Pricing Schedule

Emergency Debris Clearance (Push)

Project Management Category	Unit Price Per Hour ¹	Estimated Quantity	Extended Price
Project Principal	\$	70 Hours	\$
Project Manager	\$	70 Hours	\$
Field Superintendent	\$	70 Hours	\$
Field Supervisor	\$	70 Hours	\$
Data Technician	\$	70 Hours	\$
Administrative Assistant	\$	70 Hours	\$

Note: (1) inclusive of all equipment necessary to perform the Work.

Work Crew Category	Unit Price Per Hour ¹	Estimated Quantity	Extended Price
Equipment Operator - Front End Loader	\$	300 Hours	
Equipment Operator-Skid Steer Loader	\$	300 Hours	
Equipment Operator-Articulating Loader	\$	300 Hours	
Equipment Operator-Dump Truck	\$	300 Hours	
Equipment Operator-Flat Bed Truck	\$	300 Hours	
Equipment Operator-Trailer Mounted Mulcher	\$	300 Hours	
Equipment Operator-Backhoe	\$	300 Hours	
Equipment Operator-Clam Shell	\$	300 Hours	
Equipment Operator-Crane	\$	300 Hours	
Tool Operator(i.e. chain saw)	\$	300 Hours	
Traffic Controller	\$	300 Hours	
Laborer	\$	300 Hours	

Note: (1) inclusive of all equipment necessary to perform the Work.

Equipment and Specification	Unit Price Per Hour	Estimated Quantity	Extended Price
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$	300 Hours	\$

Equipment and Specification	Unit Price Per Hour	Estimated Quantity	Extended Price
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$	300 Hours	\$
Breaker, Hand Held Pavement, Weight, 25-90 pounds	\$	300 Hours	\$
Breaker, Pavement, To 70 Horsepower	\$	300 Hours	\$
Breaker, Pavement, To 105 Horsepower	\$	300 Hours	\$
Breaker, Pavement, To 137 Horsepower	\$	300 Hours	\$
Breaker, Pavement	\$	300 Hours	\$
Bucket, Clamshell, Capacity, 1 Cubic Yard	\$	300 Hours	\$
Bucket, Clamshell, Capacity, 2.5 Cubic Yard	\$	300 Hours	\$
Bucket, Clamshell, Capacity, 5 Cubic Yard	\$	300 Hours	\$
Bucket, Clamshell, Capacity, 7.5 Cubic Yard	\$	300 Hours	\$
Chain Saw, Bar Length, 16 Inches	\$	300 Hours	\$
Chain Saw, Bar Length, 25 Inches	\$	300 Hours	\$
Chain Saw Pole, Bar Length, 18 Inches	\$	300 Hours	\$

Equipment and Specification	Unit Price Per Hour	Estimated Quantity	Extended Price
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$	300 Hours	\$
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$	300 Hours	\$
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$	300 Hours	\$
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$	300 Hours	\$
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$	300 Hours	\$
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$	300 Hours	\$
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$	300 Hours	\$
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$	300 Hours	\$
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$	300 Hours	\$
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$	300 Hours	\$
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$	300 Hours	\$
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$	300 Hours	\$
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$	300 Hours	\$
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$	300 Hours	\$
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$	300 Hours	\$

Equipment and Specification	Unit Price Per Hour	Estimated Quantity	Extended Price
Fork Lift, Capacity 50,000, To 215 Horsepower	\$	300 Hours	\$
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$	300 Hours	\$
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$	300 Hours	\$
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$	300 Hours	\$
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$	300 Hours	\$
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$	300 Hours	\$
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$	300 Hours	\$
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$	300 Hours	\$
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$	300 Hours	\$
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$	300 Hours	\$
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	\$	300 Hours	\$

Equipment and Specification	Unit Price Per Hour	Estimated Quantity	Extended Price
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	\$	300 Hours	\$
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	\$	300 Hours	\$
Sweeper, Pavement, To 110	\$	300 Hours	\$
Sweeper, Pavement, To 150	\$	300 Hours	\$
Sweeper, Pavement, To 200	\$	300 Hours	\$
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mower	\$	300 Hours	\$
Trailer, Dump, Capacity, 30 Cubic Yard	\$	300 Hours	\$
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mower	\$	300 Hours	\$
Trailer, Equipment, Capacity 30 tons	\$	300 Hours	\$
Trailer, Equipment, Capacity 40 tons	\$	300 Hours	\$
Trailer, Equipment, Capacity 60 tons	\$	300 Hours	\$
Trailer, Equipment, Capacity 120 tons	\$	300 Hours	\$
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	\$	300 Hours	\$
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	\$	300 Hours	\$
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	\$	300 Hours	\$
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	\$	300 Hours	\$
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	\$	300 Hours	\$
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	\$	300 Hours	\$
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	\$	300 Hours	\$
Truck, Flatbed, Maximum Gross Vehicle Weight, 150,000 pounds, To 150 Horsepower	\$	300 Hours	\$
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	\$	300 Hours	\$
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	\$	300 Hours	\$

Equipment and Specification	Unit Price Per Hour	Estimated Quantity	Extended Price
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	\$	300 Hours	\$
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300	\$	300 Hours	\$
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375	\$	300 Hours	\$
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450	\$	300 Hours	\$
Truck Knuckle Boom, add flatbed truck to truck mounted crane	\$	300 Hours	\$
Truck Pick-up, To 130 Horsepower	\$	300 Hours	\$
Truck Pick-up, To 180	\$	300 Hours	\$
Truck Pick-up, To 230	\$	300 Hours	\$
Truck Pick-up, To 280	\$	300 Hours	\$
Truck Tractor, To 210	\$	300 Hours	\$
Truck Tractor, To 265	\$	300 Hours	\$
Truck Tractor, To 310	\$	300 Hours	\$
Truck Tractor, To 350	\$	300 Hours	\$
Tub Grinder, To 400 Horsepower	\$	300 Hours	\$
Tub Grinder, To 500 Horsepower	\$	300 Hours	\$
Tub Grinder, To 600 Horsepower	\$	300 Hours	\$
Tub Grinder, To 700 Horsepower	\$	300 Hours	\$
Tub Grinder, To 800 Horsepower	\$	300 Hours	\$
Tub Grinder, To 900 Horsepower	\$	300 Hours	\$

Disaster Debris Removal (Load, Haul and Dispose):

The cubic yard price includes payment for the entire operation. There will be no separate billing for specific projects such as site preparation or restoration, loading and hauling to a DMS. DMS site preparation and set-up, operation, volume reduction, chipping or grinding, incineration, sorting, haul out of material to final disposal (i.e. cradle to grave), DMS site restoration, and tipping fees, etc.

Debris Type	Unit Price	Estimated Quantity	Extended Price
Vegetative Debris - Single Price, - Collection and Removal from Right of Way to Debris Management Site	\$	651,000 cubic yards	\$
0-15 Miles haul distance - Vegetative Debris Collection and Removal from Right of Way to Debris Management Site	\$	520,800 Cubic Yards	\$
16-30 Miles haul distance - Vegetative Debris Collection and Removal from Right of Way to Debris Management Site	\$	52,080 cubic yards	\$

Debris Type	Unit Price	Estimated Quantity	Extended Price
31-60 Miles haul distance - Vegetative Debris Collection and Removal from Right of Way to Debris Management Site	\$	45,570 cubic yards	\$
60+ Miles haul distance - Vegetative Debris Collection and Removal from Right of Way to Debris Management Site	\$	32,550 cubic yards	\$

Construction and Demolition - Single Price , - Collection and Removal from Right of Way to DMS	\$	188,050 cubic yards	\$
0-15 Miles haul distance - Construction and Demolition (C & D) Debris Collection and Removal from Right of Way to Debris Management Site	\$	150,440 cubic yards	\$
16-30 Miles haul distance - C & D Debris Collection and Removal from Right of Way to Debris Management Site	\$	15,044 cubic yards	\$
31-60 Miles haul distance - C & D Debris Collection and Removal from Right of Way to Debris Management Site	\$	13,164 cubic yards	\$
60+ Miles haul distance - C & D Debris Collection and Removal from Right of Way to Debris Management Site	\$	9,402 cubic yards	\$
Electronic Waste	\$	2,000 cubic yards	\$
White Goods	\$	500 Each	\$
Vehicles and Vessels	\$	50 Each	\$
Putrescent Debris	\$	200,000 Pounds	\$
Infectious	\$	20,000 Pounds	\$
Hazardous Waste	\$	20,000 Pounds	\$
Industrial Waste	\$	20,000 Pounds	\$
Soil, Mud, and Sand	\$	15,000 cubic yards	\$
Structures and Buildings	\$	2,500 tons	\$
Drainage Systems	\$	2,500 tons	\$

Management and Reduction			
Description	Unit Price	Estimated Quantity	Extended Cost
Grinding and Chipping of Vegetative Debris	\$	553,350 cubic yards	\$
Air Curtain Burning of Vegetative Debris	\$	55,100 cubic yards	\$
Open Burning of Vegetative Debris	\$	32,550 cubic yards	\$
Preparation, Management and Segregation of Debris at Debris Management Site	\$	651,000 cubic yards	\$

Final Disposal			
Description	Cost Per Cubic Yard	Estimated Quantity	Extended Cost
Final Disposal - Single Price , – from Debris Management Site to Final Disposal		885,550 cubic yards	
0-15 Miles haul distance – from Debris Management Site to Final Disposal		708,440 cubic yards	
16-30 Miles haul distance – from Debris Management Site to Final Disposal		88,555 cubic yards	
31-60 Miles haul distance – from Debris Management Site to Final Disposal		61,989 cubic yards	
60+ Miles haul distance – from Debris Management Site to Final Disposal		26,565 cubic yards	

Disaster Debris Removal at Citizen Drop-Off Sites (Load, Haul, and Dispose):

The cubic yard price includes payment to the contractor for select Disaster Debris delivered to a CDS by residential property owners.

Debris Type	Unit Price Per Cubic Yard	Estimated Quantity	Extended Price
Vegetative Debris	\$	20,000 cubic yards	\$
Construction and Demolition Debris	\$	15,000 cubic yards	\$

Hazardous Tree, Eligible Limb and Qualifying Stump Removal Services:

The cubic yard price includes payment to the contractor for the removal and disposal of Hazardous trees, Eligible Limbs and Qualifying Stump Removal Service.

Removal of Hazardous Tree Diameter Breast Height (DBH) (inches)	Unit Price Per Tree	Estimated Quantity	Extended Price
6" to 11"	\$	25,000	\$
12" to 23"	\$	25,000	\$
24" to 48"	\$	24,000	\$
49" to 72"	\$	20,000	\$
73" and greater	\$	10,000	\$

Hazardous/Eligible Limb (2 inches diameter) Quantity per Tree	Unit Price Per Tree	Estimated Quantity	Extended Price
1 to 5	\$	50,000	\$
6 and greater	\$	25,000	\$

Hazardous Stump Size (Diameter)	Unit Price Per Stump	Estimated Quantity	Extended Price
25" to 48", Pulling Method	\$	44,000	\$
49" to 72", Pulling Method	\$	15,000	\$
73" and greater, Pulling Method	\$	5,000	\$
6" to 11" Grinding Method	\$	10,000	\$
12" to 23", Grinding Method	\$	10,000	\$
24" to 48", Grinding Method	\$	10,000	\$
49" to 72", Grinding Method	\$	5,000	\$
73" and greater, Grinding Method	\$	2,000	\$

Subtotals:

Project Management Category	\$
Push - Work Crew Category	\$
Push - Equipment and Specification	\$
Load, Haul and Dispose - Debris Type	\$
Load, Haul and Dispose – Management and Reduction	\$
Load, Haul and Dispose – Final Disposal	\$
Load, Haul and Dispose – Final Disposal	\$
Load, Haul and Dispose – Debris Removal and Citizen Drop-Off Sites	\$
Removal of Hazardous Trees	\$
Hazardous/Eligible Limb (2 inches diameter) Quantity per Tree	\$
Hazardous Stump Size (Diameter)	\$
Hazardous Trees (Cut-Only)	\$
Grand Total	\$

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Purchasing Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Authorized Signatory

Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____)

County OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____ Date: _____

>>>Failure to submit this form may disqualify your response<<<

Attachment "G"

PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION (WITH MWBE, SDVBE, and LSBE DESIGNATION)

☐ subcontractors will not be utilized for this project.

Name of Contractor/Consultant:						
Project Title: Disaster Debris Removal and Disposal Services				Project Number: RFP-2019 -		
Date:				Total Project Amount:		
Subcontractor Name	Subcontractor Minority Code (if applicable)	Phone Number	Scope of Services to be Subcontracted	Dollar Value	Percentage of Total Project Amount	Certifying Agency

<u>Minority Code</u>	<u>Code Description</u>	<u>Minority Code</u>	<u>Code Description</u>
AA	African American	W	Woman
A	Asian/Pacific Islander	SDVBE	Service Disabled Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

		<u>Total Dollar Value</u>	<u>Percentage of Total Project Amount</u>
TOTAL	Minority Participation		

The Proposer, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Columbia County.

I declare that I have read the terms and conditions of the solicitation and the statement in this Proposal are true to the best of my knowledge.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Attachment "H"
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # _____ through # _____ Initial: _____ Date: _____
Company Name	Company Address
Authorized Signatory (Signature): 	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

Attachment "I"

Articles of Incorporation / Corporate Documents

Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Proposer must include necessary information to verify the individual signing this Proposal and or any contract document has been authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the Proposal:

Type of Organization:

☐ Corporation ☐ Partnership ☐ Non-Profit
☐ Joint Venture ☐ Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

>>>Failure to submit this form may disqualify your response<<<

Attachment "J"

Vendor Demographics Survey

Company Name: _____
Company Address: _____
City, State, and Zip: _____
Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Columbia County? _____
3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Columbia County? (For more info, call (386) prior to RFP due date.)

_____ Yes _No

If yes, please enclose a copy of your Certificate with your RFP submission.

4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

Rev. June 2011

Attachment “K”

Please add W-9 Form

Attachment "L"

**Contractor Certification Regarding Scrutinized Companies
(Contracts of \$1,000,000.00 or more)**

Respondent/Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida statutes, prohibits local governments from contracting with companies, for goods or services of one million dollars (\$1,000,000.00) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida statutes.

As the person authorized to sign on behalf of respondent, I hereby certify that the company identified above in the section entitled "respondent Contractor name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida statutes, the submission of a false certification may subject company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____
Authorized Signature

Date: _____

Print Name: _____

Print Title: _____

N/A

Attachment "N"

44 CFR PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

AFFIANT

Typed Name of AFFIANT / AFFIANT Title

Date

>>>Failure to submit this form may disqualify your response<<<

TASK AUTHORIZATION PROCESS

1. The COUNTY will request written proposals from the CONTRACTOR(s) for the specific Disaster Debris Removal and Disposal Services project. The task authorization form will include a summary of the proposed project, identifying the proposed Project Manager and shall include the following attachments at a minimum: Attachment A – Scope of Services, Attachment B – Price Breakdown, Attachment C – Schedule and Attachment D – Sub-Contractor.
2. The CONTRACTOR drafts price proposal and submits to COUNTY for review. This proposal shall include the following:
 - a. Brief description of the work to be performed.
 - b. Labor and material costs for each of the major elements of work.
 - c. Total cost of project.
 - d. List of sub-contractors, if any.
 - e. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of services.
 - f. Number of calendar days required to complete the work after COUNTY authorization.
 - g. The completed cost proposal shall be signed and dated by the CONTRACTOR and returned to the County for review within seven (7) working days of request.
 - h. Upon review of all proposals received, the COUNTY will assign the project by issuing a Task Authorization.

* It is the responsibility of the CONTRACTOR to ensure that he has all the information necessary to prepare the estimate
3. Assignment of projects will be placed with the CONTRACTOR who has demonstrated availability and capability to meet the schedule of completion. The COUNTY may elect to activate multiple CONTRACTORS at one time, in accordance with this agreement.
4. The County's issuance of a fully executed Task Authorization shall constitute acceptance of the cost proposal and shall become the sole, total price for the subject project.
5. Issuance by the County of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The successful CONTRACTOR shall commence on-site work no later eight (8) hours after receipt of a Purchase Order unless otherwise specified within the Scope of Services.
6. The County may, at its sole discretion, require the successful CONTRACTOR(s) to supply Payment and Performance Bonds equal to 100% of the project value as approved by an executed Task Authorization. If the County determines that Payment & Performance Bonds are required, the original bonds shall be submitted prior to commencement of work and/or the delivery of any materials. Not all projects will require a bond; however, failure to provide a Payment & Performance bond for projects when required shall preclude the CONTRACTOR(s) from performing any work on that project regardless of any approved Task Authorization. The CONTRACTOR'S failure to produce a Payment and Performance bond on projects when required may be considered failure to perform under the master agreement.
7. The successful CONTRACTOR(s) will subcontract as applicable and comply with statutory requirements regarding payment to sub-contractors.
8. If, in the County's opinion, the successful CONTRACTOR(s) has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the COUNTY may select an alternate successful CONTRACTOR(s) for the work. If the successful CONTRACTOR(s) has been found, in the COUNTY'S opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis; the COUNTY reserves the right to suspend the successful CONTRACTOR(s) from the pre-qualified list.

SAMPLE TASK AUTHORIZATION FORM

TASK AUTHORIZATION ORDER FORM									
Columbia County Task Authorization In accordance with the terms and conditions of the Agreement ref.: RFP-2019 -, dated XX/XX/XXXX, the parties hereto agree to perform the work itemized below.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 5px;">County Project Manager:</td> </tr> <tr> <td style="width: 50%; padding: 5px;">Date: _____</td> <td style="width: 50%; padding: 5px;">Number: _____</td> </tr> <tr> <td colspan="2" style="padding: 5px; height: 80px; vertical-align: top;">Contractor:</td> </tr> <tr> <td colspan="2" style="padding: 5px;">Contractor Project Manager: _____</td> </tr> </table>	County Project Manager:		Date: _____	Number: _____	Contractor:		Contractor Project Manager: _____	
County Project Manager:									
Date: _____	Number: _____								
Contractor:									
Contractor Project Manager: _____									
NOTE: THE CONTRACTOR <u>MAY NOT BEGIN WORK</u> UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.									
Summary of Work to be Completed by the Contractor									
<u>Each Task Authorization package shall include:</u> Attachment A - Scope of Services Attachment B- Price Breakdown Attachment C - Schedule Attachment D - Subcontractors									
<table style="width: 100%;"> <tr> <td style="width: 60%;">Recommended By: _____</td> <td style="width: 40%;">Date: _____</td> </tr> <tr> <td style="text-align: center;">Department Administrator or delegate</td> <td></td> </tr> </table>		Recommended By: _____	Date: _____	Department Administrator or delegate					
Recommended By: _____	Date: _____								
Department Administrator or delegate									
<table style="width: 100%;"> <tr> <td style="width: 60%;">Reviewed By: _____</td> <td style="width: 40%;">Date: _____</td> </tr> <tr> <td style="text-align: center;">Requestor</td> <td></td> </tr> </table>		Reviewed By: _____	Date: _____	Requestor					
Reviewed By: _____	Date: _____								
Requestor									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">Contractor Approved</th> <th style="width: 50%; text-align: center; padding: 5px;">County Manager or Delegate Approval</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Name (print) _____</td> <td style="padding: 5px;">Name (print) _____</td> </tr> <tr> <td style="padding: 5px;">Signature: _____</td> <td style="padding: 5px;">Signature: _____</td> </tr> <tr> <td style="padding: 5px;">Date: _____</td> <td style="padding: 5px;">Date: _____</td> </tr> </tbody> </table>		Contractor Approved	County Manager or Delegate Approval	Name (print) _____	Name (print) _____	Signature: _____	Signature: _____	Date: _____	Date: _____
Contractor Approved	County Manager or Delegate Approval								
Name (print) _____	Name (print) _____								
Signature: _____	Signature: _____								
Date: _____	Date: _____								