

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

July 22, 2022

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Disaster Debris Monitoring & Management Services

PROPOSAL NUMBER: 22-0601-P(JJ)

PROPOSAL SUBMITTAL IS DUE: August 4, 2022 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions, and responses relative to referenced Request for Proposal (RFP):

INFORMATION: The question deadline has passed, No further questions will be received, or response provided.

QUESTION(S)/RESPONSE(S):

1. Question: Regarding Page 2 of the RFP (the required form); Form indicates that it is the policy of the County to accept the lowest responsive and responsible submittal. This contradicts the Evaluation Criteria in RFP Section E (Scope of Work), which indicates that Compensation (as provided on Section F Bid Submittal and Summary) is only 150 of a potential total 1,000 points. Please clarify how the County intends to evaluate bidder costs.
Response: Proposals will be evaluated according to the Evaluation Criteria as provided on page 35; Section E.
2. Question: RFP Section B (Special Conditions) on page 13 and Section E (Scope of Work) on page 23 both state that this solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA).? Please clarify, as debris removal and debris monitoring costs are Category A and B costs eligible for reimbursement under the FEMA Public Assistance program.
Response: All grant provision documents are attached. Should ARPA funds become available, "EXHIBIT F - Contract Provisions for Contracts Under Federal Awards" provides for the requirements.
Funding can be from multiple sources depending on the event. Costs could be incurred internally for small events, they could come from FHWA ER funding, Stafford Act FEMA funding or State of Florida Grants for Red Tide operations.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



3. Question: FP Section E (Scope of Work), Subsection E. Evaluation Criteria, Criterion 1 (Qualifications), Item c (page 35) requests bidders to identify the percentage of staff on a typical operation that are permanent employees. In debris monitoring, it is a standard industry practice to hire local residents as full-time employees for the duration of the contract. Please confirm that such employees would meet the definition of permanent employees.

Response: Permanent employees are staff that are on the payroll and are already trained before an event. The hiring of local residents without prior experience in debris operations necessitates the need for seasoned permanent employees to fully train new staff.

4. Question: RFP Evaluation Criteria, Criterion 1 (Qualifications), Item i (page 36) requests a list of all similar FEMA-reimbursed debris projects. Item j then requests ?any experience with disaster debris monitoring and consulting experience using FEMA programs and funding issues.? Please clarify what information is requested for item j that is different from what is required in item i.

Response: (i) List 3 recent examples of FEMA reimbursed debris projects. (j) refers to any issues in the past with FEMA funding for debris removal.

5. Question: valuation Criteria, Criterion 1 (Qualifications), Item k (Page 36) requires the bidder to describe their Automated Debris Monitoring System (ADMS) and indicate potential issues. Please confirm that the County's system is ArcGIS-based and/or that the County's system will accept .shp files.

Response: The County system is ArcGIS based. We do not accept shp files to be added by outside entities. We would need read rights to the vendors system.

6. Question: Also, please confirm that the County desires that all load tickets will be generated electronically, as electronic ticketing reduces human error, expedites close-out and is the preferred ticketing method by FEMA.

Response: All load tickets shall be generated electronically

7. Question: Section B (Special Conditions), Item 6 (Fees and Expenses) on page 14 discusses a lump sum proposal that includes travel and lodging expense. Similarly, 6. The Services Agreement provided in the RFP indicates on page 3 of 16 that the Service Fee includes all travel, lodging and per diem expenses. However, Section F (Bid Submittal and Summary) on page 38 requires unit labor rates that are to be burdened with costs except for lodging, meals, and transportation. Please confirm that we should provide unit prices based on labor rates and that these rates do not include lodging, meals, and transportation.

Response: Lodging, meals and transportation costs shall be built into the total bid submittal. No separate line items for these.

8. Question: Would the County please confirm that a Payment and Performance bond will be required, as this is for monitoring and management services. If a Payment and Performance bond will be required, can the County please clarify the terms and requirements of that bond?

Response: Payment and Performance Bonds are not a requirement for this Contract.



**Merry Celeste, CPPB
Division Director
Purchasing and Risk Management**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section **G**, Page 41 under Addendum No.1 and return with completed proposal package.

Sincerely,

A handwritten signature in black ink that reads "Merry Celeste".

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

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400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
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PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROPOSAL

RFP – FORMAL/INFORMAL

*SUBMITTALS ARE OPENED PUBLICLY AND
ARE ACCEPTED VIA PINELLAS EPRO*

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

ISSUE DATE: Wednesday, July 6, 2022

SOLICITATION NUMBER: **22-0601-P**

SOLICITATION TITLE: **Disaster Debris Monitoring & Management Services**

DEADLINE FOR WRITTEN QUESTIONS: Friday, July 15, 2022 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN PINELLAS EPRO WITHIN THE Q&A - TAB.

ALL SUBMITTALS ARE DUE BY: Thursday, August 4, 2022 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: **NOT APPLICABLE**

SITE VISIT INFORMATION: **NOT APPLICABLE**

SOLICITATION CONTACT INFORMATION:

NAME: **James Just**

EMAIL: **jjjust@pinellascounty.org**

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:

A handwritten signature in cursive script that reads "Merry Celeste".

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

CONTRACTOR MUST COMPLETE THE FOLLOWING

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: _____ (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: _____ (As shown on W-9)
CITY / STATE / ZIP: _____ (As shown on W-9)
CONTRACTOR EMAIL: _____ (Primary Company Email Address)
REMIT TO NAME: _____ (As Shown on contractors Invoice)
FEIN#: _____ (As shown on W-9)

PAYMENT TERMS: ____% ____DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

CONTRACTOR CONTACT INFORMATION

CONTACT NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. CONTRACTOR SUBMISSION

- a. Submittals shall be uploaded utilizing Pinellas ePro procurement website (<https://www.ebids.pinellas.gov/bsol/>). Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

3. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- a. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- b. Contractors are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
- c. Contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

4. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the Pinellas ePro Q & A Tab prior to the question deadline and receive approval prior to the solicitation opening date in order to be considered for award.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a. Pinellas County reserves the right to rank contractors and negotiate with the highest-ranking contractor. Negotiation with an individual vendor does not require negotiation with others.
- b. Pinellas County reserves the right to select the contractor that it believes will serve the best interest of Pinellas County.
- c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- d. Pinellas County reserves the right to cancel the entire submittal.
- e. Pinellas County reserves the right to remedy or waive technical or immaterial errors in the solicitation or submittals received.
- f. Pinellas County reserves the right to request any necessary clarifications or revisions data without changing the terms of the solicitation.

SECTION A - GENERAL CONDITIONS

- g. Pinellas County reserves the right to require the contractor to perform the services required on the basis of the original submittal without negotiation.

6. EVALUATION CRITERIA

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria listed in the Scope of Work of the solicitation.

7. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

8. ORAL PRESENTATION

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the Scope of Work of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

9. CONFLICT OF INTEREST

- a. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- b. The contractor shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- c. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL

The submittal may be withdrawn prior to the bid opening date; however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

11. LATE PROPOSAL OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.

SECTION A - GENERAL CONDITIONS

b. Modifications in writing received prior to the time set for the submittal will be accepted.

12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. JOINT VENTURES

All contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes).

Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the agreement.

15. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

16. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. contractor represents and certifies that contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

17. COUNTY INDEMNIFICATION VARIANCE FROM STANDARD TERMS & CONDITIONS

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS

18. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voice/tdd) fax 727-464-4157, not later than seven days prior to the proceeding.

20. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- a. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- b. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- d. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

21. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor shall provide such additional requirements as may become necessary.

22. AGREEMENT

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the contractor as required by Section A, PREPARATION OF SUBMITTAL of this solicitation. However, the County may reject any exception proposed by the contractor and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

SECTION A - GENERAL CONDITIONS

23. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

24. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractor's submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. That to the extent that the contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total contractor prices, the work, services, project, goods, and/or products to be provided by contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the contractor is not acceptable to the County and will result in a determination that the contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

SECTION A - GENERAL CONDITIONS**25. LOBBYING**

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director."

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

26. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

SECTION A - GENERAL CONDITIONS

4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

27. PUBLIC RECORDS – CONTRACTOR'S DUTY

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, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-453-3218

Email: hconner@pinellascounty.org

SECTION A - GENERAL CONDITIONS

28. E-VERIFY

The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

29. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement shall be considered a material breach and shall be ground for immediate termination of the agreement.

30. TRUTH IN NEGOTIATIONS:

The contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT

In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **Disaster Debris Monitoring & Management Services**, as and when required.

2. PROPOSAL REQUIREMENTS

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a. A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b. A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
- c. A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.
- d. The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above. Proposer must submit **SECTION F BID SUBMITTAL AND SUMMARY**
- e. Any exceptions to any section of this RFP. **Exceptions must be submitted on a separate sheet titled "Exceptions".**

3. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided. **See attached: SERVICES AGREEMENT, EXHIBIT F - Contract Provisions for Contracts Under Federal Awards; EXHIBIT G-Disclosure of Lobbying; EXHIBIT H-FEMA Grant Funding Conditions**

4. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for a period of (5) year(s) with unit prices adjustable at (2) year(s) after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or (3%), whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 day(s) prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120-day(s) period above shall not be considered.

SECTION B – SPECIAL CONDITIONS

5. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for (1) additional (2) year(s) extension(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or (3%), whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

6. FEES AND EXPENSES

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

Costs of bonds and insurance premiums as required by this RFP	Computer/software
Support	Equipment and usage
Office supplies	Telephone charges
Safety equipment	Emails
Consumables	Electronic data transmission fees
Other consulting services	Standard copier usage
Special presentations	Fax charges
Regular and certified postage	Travel, per diem and lodging charges, unless otherwise agreed to by the county in the services agreement

Travel and lodging expenses will be included in the lump sum proposal.

7. PRE-COMMENCEMENT MEETING

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

SECTION B – SPECIAL CONDITIONS

8. PROPOSAL SUBMITTAL COPIES

The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

How do I convert my files to PDF format?

Answer - If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer - Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

9. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within 10 days of receipt of written demand for performance from the County shall constitute breach of contract.

9. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

ELIGIBLE DEBRIS: Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights-of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:

- Woody vegetative and yard debris
- Construction and Demolition
- White goods
- Recyclables
- Hazardous and/or toxic waste
- Any other disaster-generated debris such as Bulky Household Waste/Garbage

These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.

FINAL DISPOSAL SITES: A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.

HAND LOADING: Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.

HAZARDOUS TREE OR STUMP: When a disaster event uproots a tree or stump on a public right-of-way, improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.

HAZARDOUS AND/OR TOXIC WASTE: Regulated wastes not included in Household Hazardous Waste.

SECTION B – SPECIAL CONDITIONS

HOUSEHOLD HAZARDOUS WASTE: Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.

HOT SPOTS: Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.

INELIGIBLE DEBRIS: Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.

INSPECTION TOWER: This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.

LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS: FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

LOAD SITE: The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.

LOAD SITE MONITOR: Person who issues debris load tickets for eligible debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.

LOAD TICKET: A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.

MIXED WASTE: The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS): Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.

NATIONAL RESPONSE CENTER: The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.

NOTICE TO PROCEED (NTP): Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.

PARTICIPANT: The County and participating Municipalities.

PASSES: The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.

PROJECT MANAGER: A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.

RECYCLABLES: Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.

RECYCLING FACILITY: A facility that recycles or reuses Eligible Debris.

RESPONSIBLE: Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.

RESPONSIBLE ENTITY: Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.

SECTION B – SPECIAL CONDITIONS

RESPONSIBLE MUNICIPALITY: A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, and responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.

RIGHT(S) OF WAY (ROW): Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).

ROVING DEBRIS MONITOR: Responsible for checking up on debris collection, transport, and debris site activities to ensure only Eligible Debris is being handled.

STATEMENT OF WORK: Enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.

TASK ORDER: Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S): A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR: The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR: The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.

TIPPING FEE: A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

TOWER MONITOR: Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.

WHITE GOODS: Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.

WOODY VEGETATIVE AND YARD DEBRIS: Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.

WORK CREW: Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

WORK ZONE: The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

SECTION B – SPECIAL CONDITIONS

ABBREVIATIONS:

BCC	Board of County Commissioners, Pinellas County
C&D	Construction and Demolition
CY	Cubic Yard
DM	Debris Manager
DMC	Debris Management Center
DMS	Debris Management Site
EA	Each
FDEP	Florida Department of Environmental Protection
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
HHW	Household Hazardous Waste
LF	Linear Feet
LSM	Load Site Monitor
NTP	Notice to Proceed
PAPPG	Public Assistance Program and Policy Guide
PM	Project Manager
ROW	Right(s) of Way
TDSRS	Temporary Debris Storage and Reduction Site(s)

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS**1. INSURANCE**

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any subconsultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

2. INDEMNIFICATION:

Consultant agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Consultant; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Quote and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.
- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

SECTION C – INSURANCE REQUIREMENTS

- D. If subcontracting is allowed under this Quote, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subconsultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subconsultant; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subconsultant shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each subconsultant to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subconsultant.
- 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract.
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subconsultant except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County and other Insurance terms and/or conditions as outlined below.
- 6) Assign all warranties directly to the County; and
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subconsultant, prior to the execution of the subcontract, copies of the Contract Documents to which the subconsultant will be bound by this Section C and identify to the subconsultant any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

SECTION C – INSURANCE REQUIREMENTS

- 1) Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Consultant/subconsultant is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) Commercial General Liability Insurance** including, but not limited to, Independent Consultant, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1) and (2) above:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

- 4) Property Insurance** Consultant will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

SECTION D – CONTRACTOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Bidders must have experience in work of the same or similar nature and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

SECTION E – SCOPE OF WORK

SECTION E – SCOPE OF WORK

A. OBJECTIVE:

Pinellas County Board of County Commissioners desires to establish a contract for disaster debris monitoring and management consulting services during emergencies and/or disasters, such as but not limited to hurricanes and red tide events. The debris monitoring services to be provided are contract compliance supervision and inspection in accordance with Federal Emergency Management Agency (FEMA) rules. This contract is being solicited inclusive of all municipalities' requirements as well as unincorporated Pinellas County. Participating municipalities are cooperative members of the awarded contract(s) if they have completed an interlocal agreement with the County and the contractor(s) awarded the debris monitoring and management contract(s). Individual Notice to Proceed (NTP) memos are issued under the contract during or following a disaster event along with a County issued purchase order.

Monitoring duties include, but are not limited to providing:

- Load site monitoring services and issue of debris load tickets
- DMS debris monitors to check and certify truck/trailer loads and complete load tickets
- Roving debris monitoring to verify eligible debris removal from designated pickup zones and oversight of debris and disposal operations by the debris removal contractor.
- Debris management to report and track debris removal activities to ensure accurate documentation of Eligible Debris loads, and verify compliance with all applicable federal, state, and local regulations

The primary Contractor is required to perform at least thirty (30%) percent of the work with its own forces.

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

See the attached: SERVICES AGREEMENT:

EXHIBIT F - Contract Provisions for Contracts Under Federal Awards;

EXHIBIT G-Disclosure of Lobbying;

EXHIBIT H-FEMA Grant Funding Conditions

SECTION E – SCOPE OF WORK

B. BACKGROUND

Pinellas County and its municipalities have determined a need for contract debris monitoring and management following a debris-generating event such as a hurricane. The Contractor(s) will serve as the County's field representatives in order to document the collection and transportation of Eligible Debris and ensure that debris removal contract requirements are met by monitoring the debris removal from public roads, rights-of-way, public property, and by monitoring the debris management sites in accordance with FEMA guidelines.

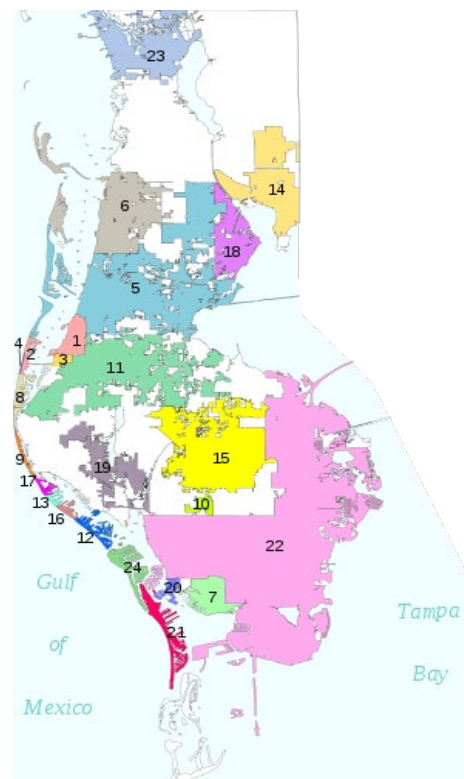
The County has 274 square miles (710 km²) of land; 38 miles (61 km) long and 15 miles (24 km) wide at its broadest point, with a population of approximately 950,000. The County has a total of approximately 3,434 centerline miles of public road.

Cities

- [Belleair Beach](#) (2)
- [Belleair Bluffs](#) (3)
- [Clearwater](#) (5)
- [Dunedin](#) (6)
- [Gulfport](#) (7)
- [Indian Rocks Beach](#) (8)
- [Largo](#) (11)
- [Madeira Beach](#) (12)
- [Oldsmar](#) (14)
- [Pinellas Park](#) (15)
- [Safety Harbor](#) (18)
- [Seminole](#) (19)
- [South Pasadena](#) (20)
- [St. Pete Beach](#) (21)
- [St. Petersburg](#) (22)
- [Tarpon Springs](#) (23)
- [Treasure Island](#) (24)

Towns

- Belleair (1)
- Belleair Shore (4)
- Indian Shores (9)
- Kenneth City (10)
- N. Redington Bch (13)
- Redington Beach (16)
- Redington Shores (17)
- White colored areas =
unincorporated Pinellas
County



PLEASE NOTE: The County maintains a separate independent contract for Disaster Debris Removal and Disposal Services. **PROPOSERS CANNOT PARTICIPATE IN BOTH CONTRACTS.**

SECTION E – SCOPE OF WORK

C. SPECIAL REQUIREMENTS

1. Contractor must have experience in the FEMA Public Assistance Program. Proper documentation by the Contractor, as required by FEMA, is required for all debris removal monitoring operations to ensure reimbursement to the County and participating municipalities.
2. Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. Contractor must obtain all permits necessary to complete the work. Contractor will be responsible for determining what permits are necessary to perform under the contract and submit all permits to the Debris Management Center before commencing work.
3. An electronic monitoring system may be used, provided it meets FEMA documentation requirements, is compatible with Pinellas County computer systems and software, and is approved by the DM prior to being used. The DM may require the Contractor to change to a paper log system at any time if the DM deems the electronic monitoring system to be inadequate, inaccurate, incompatible, too costly, or prone to failure.

D. SCOPE OF WORK:

(1) OVERVIEW

- a. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor shall become familiar with the geography of Pinellas County in order to effectively stage personnel.
- b. There is no guarantee of minimum or maximum amounts per contract item.
- c. No adjustments to bid prices will be considered due to the increases or decreases in estimated quantities.
- d. No adjustments to bid prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.).
- e. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County and all participating municipalities, or as few as a single municipality.

The amount of debris removed during a disaster event and monitored under this contract will be dependent upon the size and severity of the emergency and the number of Responsible Municipalities.

The PARTICIPANT will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination. The DMC will be the primary point of contact for the Contractor(s) and will resolve contract administration issue and disputes.

(2) PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County for the respective planning year. The PARTICIPANT will provide the Contractor a copy of their current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. The PARTICIPANT will issue a Notice to Proceed (NTP) to the Contractor. The NTP establishes the lines of communication between the Contractor's representatives and PARTICIPANT(s) and notifies Contractor if they should send a Project Manager (PM) to the PARTICIPANT within twelve (12) to twenty-four (24) hours, as specified in the NTP to begin planning and mobilization. The PM must be an employee of the Contractor.

SECTION E – SCOPE OF WORK

- b. The PARTICIPANT will then issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work. The Task Order directs the Contractor to execute the required Performance and Payment Bonds.
- c. The Contractor should anticipate receiving the Task Order from Pinellas County within the first twenty-four (24) hours following landfall of an eligible hurricane or occurrence of other disaster. Contractor shall be prepared to provide an adequate number of professionals and qualified personnel to monitor fifteen (15) debris-loading sites and four (4) debris management sites along with associated roving debris monitors, field supervisors and clerical staff. The exact number of personnel to be used to begin monitoring operations will be negotiated between the Project Manager and the Debris Manager and will be indicated on the Task Order. Contractor will be required to increase or decrease its staffing as requested by the DM depending upon the severity of the debris-generating event. At the discretion of the DM, Contractor may be required to replace any assigned debris monitor.

3. CONTRACTOR'S RESPONSIBILITIES

a. General Operations

- (1) Contractor must provide continuous service for a not-to-exceed fee (to be negotiated based on the event) and for the period specified in the NTP task order. A mutual not-to-exceed fee will be negotiated for each operation based on the hourly rates proposed in Section F, Bid Submittal herein. Twenty-Four (24) hour notice must be given to the PARTICIPANT as costs approach this limit. If these services are required for a longer period, Contractor shall be prepared and submit a proposal for additional costs consistent with the rates in the Bid Submittal. A revised cost will be negotiated and a new Task Order will be issued. Contractor is responsible for tracking all of the contract costs and adhering to the “not to exceed” limit as defined by the Task Order.

Work Schedule/Hours

- (a) Work must be performed seven (7) days per week, including holidays as approved by the DM.
 - (b) Contractor is required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day, if approved by the DM.
 - (c) Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - (d) The DM will establish the work hours and develop schedules.
 - (e) Contractor must comply with 40 U.S.C. §3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.
 - (f) Contractor must comply with 29 C.F.R. §5.5(b) regarding Contract Work Hours and Safety Standards Act.
- (1) Contractor will mobilize a staff of sufficient size to adequately monitor and document debris operations. During this period, the Project Manager will provide daily briefings, work progress, staffing, amount of debris removed and estimate time remaining for job completion. Contractor is responsible for providing sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.
 - (2) Contractor's personnel shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of three (3) meters.

SECTION E – SCOPE OF WORK

- (3) Contractor must supervise and direct the work, using qualified labor and proper equipment for all tasks. Contractor will pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractor must attend all meetings required by the DM to evaluate the performance of all monitors or to discuss any open contract issues.
 - (a) Contractor must provide all debris monitors with the means to communicate (cell phone, radio, etc.) with their supervisor or the DMC as may be necessary. Contractor's supervisory staff is responsible for resolving issues with truck drivers and other Contractor personnel.
 - (b) Contractor must provide temporary office space and temporary sanitary facilities for their personnel, as necessary.
 - (c) Contractor must provide all debris monitors with appropriate personal protective equipment in accordance with OSHA requirements, to include but not be limited to: eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all federal, state and local requirements. The County and any Responsible Municipality has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
 - (d) Contractor must provide RDMs with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- (4) Contractor is responsible, at no additional cost to the County or a Responsible Municipality, for correcting any notices of violations issued as a result of their, or any subcontractor's, actions or operations during the performance of this contract. Corrections for any such violations shall be no additional cost to the County or Responsible Municipality.
- (5) Contractor is responsible, at no additional cost to the County or a Responsible Municipality, for paying any and all costs associated with violations of law or regulation relative to Contractor's activities.
- (6) Contractor must provide disaster debris monitoring services in a good, workmanlike manner in accordance with accepted debris management industry practices.
- (7) Contractor must comply with all federal, state, and local safety and health requirements.
- (8) Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- (9) Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.

b. Safety

- (1) Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- (2) Contractor must be knowledgeable of the FEMA Public Assistance Program and the Federal Highway Administration (FHWA) Emergency Relief Program as it relates to debris management.
- (3) Contractor must immediately remove from service all unsafe, malfunctioning equipment.
- (4) The Contractor must notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.
- (5) All Contractor personnel must wear required safety equipment whenever on a DMS, including but not limited to the following: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection and respiratory equipment as required.
- (6) Contractor must maintain a telephonic contact list at DMS including Contractor's supervisor, DM, DMC and nearest fire, police, and emergency medical facilities.

SECTION E – SCOPE OF WORK

c. Conduct of Operations

Contractor is to provide:

(1) Personnel

- (a) Contractor must ensure that all personnel engaged in performing the services be fully qualified and if required, authorized, or permitted under Federal, State, Local and all applicable laws.
- (b) Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- (c) Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed, to communicate with all their workers.
- (d) Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs.
- (e) Contractor must provide a Project Manager (PM) to oversee work.
 - i. Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
 - ii. The PM will coordinate all communications with the County's representatives.
 - iii. The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

(2) Labor

- (a) All employees of the Contractor will be, at all times, sole employees of the Contractor or sub-contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
- (b) Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors working at the behest of the County and each Responsible Municipality respectively.
- (c) In subcontracting, the Contractor must take steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms, when possible, in compliance with the Public Assistance Program and Policy Guide (PAPPG) latest edition.
- (d) Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor at the County's or Responsible Municipality's behest with or without cause.
- (e) The Contractor will provide Pinellas County and each Responsible Municipality with a list of all sub-contractors working under this contract, including phone numbers of contract personnel.
- (f) Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

SECTION E – SCOPE OF WORK

4. CONTRACT SERVICES have been organized into four (4) separate tasks:

TASK 1 – LOADING SITE MONITORING SERVICES
TASK 2 – DEBRIS MANAGEMENT SITE MONITORING SERVICES
TASK 3 – ROVING DEBRIS MONITORING SERVICES
TASK 4 – DEBRIS MANAGEMENT CONSULTING SERVICES

a. Loading Site Monitoring (LSM) Services

- (1) The primary function of the Loading Site Monitors is to issue debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County designated by the DMC in coordination with the Debris Removal Contractor.
- (2) The LSMs must be knowledgeable of FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property.
- (3) Contractor must, within twenty-four (24) hours of the Debris Removal Contractor NTP and mobilization, be prepared to provide qualified onsite personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout Pinellas County. Additional sites may be added or removed as debris removal efforts dictate. Each loading site will operate, at a minimum, twelve (12) hours per day, seven (7) days per week. Exact number and location of loading sites will be determined by DM in coordination with the Debris Removal Contractor.
- (4) Contractor may have LSMs stationed at designated "control points" chosen by the Debris Removal Contractor and coordinated with the DMC the day before beginning the work. The control points must be kept to a minimum and be located at a safe site along the primary haul road to the designated DMS. The Contractor must be prepared to provide a minimum of two (2) LSMs to be stationed at each control point. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and, at a minimum, must contain either a street address, the nearest intersection, or GPS coordinates to be valid. The volume of debris hauled will be estimated at the DMS by the DMSM.
- (5) Contractor must provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, GPS, computers, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of Eligible Debris from public roadways, public rights-of-way, and public property within Pinellas County.
- (6) Contractor must provide a minimum of two (2) LSMs per site per day at a minimum of a twelve (12) hour shifts. Contractor must provide personnel with transportation to and from the loading site(s) and all logistical support.
- (7) All LSMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- (8) All Load Site Monitors must have similar monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

SECTION E – SCOPE OF WORK

- (9) LSMs must be capable of working in an outside environment in adverse conditions and be able to climb a staircase ladder of ten (10) feet high.
- (10) LSMs must check the loading site for safety considerations: such as downed power lines and children playing in the area, ensure that traffic control needs are met, and that trucks and equipment are safely operated.
- (11) Ensure Freon-containing appliances are sorted and ready for Freon removal.
- (12) Perform pre-work inspection to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
- (13) Document damage to utility components, driveways, road surfaces, private property, vehicles, etc. should it occur, with photographs.
- (14) Ensure loads are contained properly before leaving the loading area.
- (15) Ensure only Eligible Debris is collected for loading and hauling.

b. Debris Management Site Monitoring Services

- (1) The primary function of the Debris Management Site Monitors (DMSMs) is to ensure:
 - (a) all haul trucks and trailers are properly measured and certified prior to being used to haul Eligible Debris
 - (b) complete the load ticket and estimate volumes that have been transported to the debris management site for processing
 - (c) oversight of storage, and disposal
 - (d) ensure only Eligible Debris is accepted at the Debris Management Site (DMS), and
 - (e) ensure all trucks and trailers leaving the DMS are completely empty.
- (2) The DMSMs must be knowledgeable with FEMA eligibility requirements associated with debris removal from public roads, public ROW's, public property, and private property.
- (3) Contractor must provide DMSMs with transportation to and from the debris management sites, mobile communications equipment necessary to remain in contact with their supervisor, and the Debris Management Center at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.
- (4) DMSMs must speak English, be capable of working in an outside environment in adverse conditions and be able to climb a staircase ladder of ten (10) feet high.
- (5) DMSMs must be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States. DMSMs must have previous monitoring or inspections experience in at least one of the following job categories:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

SECTION E – SCOPE OF WORK

c. Roving Debris Monitoring Services

- (1) The primary function of the Roving Debris Monitors (RDMs) is to verify that only Eligible Debris is being removed from designated public roads, public rights-of-way, and public property within assigned debris pickup zones. The RDMs are to provide oversight of all debris removal and disposal operations provided by the Debris Removal Contractor.
- (2) The Contractor's RDMs are representatives of the County's Debris Manager in the field; therefore, RDM observations and reports must be backed up with digital photographs, GPS documentation, log documentation, and video as necessary.
- (3) RDMs are expected to make multiple visits to all loading sites and debris management sites on a random daily basis.
- (4) Contractor shall provide at least one (1) RDM for each debris pickup zone to monitor and verify Eligible Debris removal from designated public roads within the debris pickup zone. The RDMs must be prepared to operate minimum of twelve (12) hours per day, seven (7) days per week.
- (5) Contractor must provide RDMs with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
- (6) All RDMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- (7) All RDMs must have monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Solid waste site operations
 - Construction inspector
 - Land clearing operations
 - Entry level surveyor
 - Solid waste collections

The RDMs must be familiar with FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property.

- (8) Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.
- (9) Roving Debris Monitors must be capable of working in an outside environment in adverse conditions and be able to climb a staircase ladder of ten (10) feet high.

d. Debris Management Consulting Services

- (1) Contractor will provide, if requested by the County or a Responsible Municipality, the services of a professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center (DMC). The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal; and coordination of post debris causing event recovery and FEMA reimbursement guidelines is required.

SECTION E – SCOPE OF WORK

- (2) The Consultant shall report to the DM. The Consultant shall perform work as assigned, which may include but not be limited to:
 - (a) review of plans and procedures
 - (b) drafting task orders
 - (c) work plans and reports
 - (d) audit of Debris Removal Contractor efforts and operations
 - (e) development of information for public dissemination on debris removal
 - (f) reduction and disposal
 - (g) other duties of similar nature
- (3) The DM will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available onsite at the DMC for a minimum of two (2) weeks following mobilization. The DM will establish the service requirements and length of time those services are needed based on needs of the County.
- (4) Assist the County or a Responsible Municipality with permit applications and coordination with environmental agencies, including environmental permitting of the Debris Management Sites and/or temporary debris management sites.
- (5) Assist the County or a Responsible Municipality with any required pre- or post-groundwater sampling.

5. DATA MANAGEMENT AND DOCUMENTATION

The Contractor must ensure that all necessary documentation is provided as follows:

- a. Ensure all Eligible Debris removal operations activities are documented and tracked specific to the FEMA Public Assistance program and as required by the County and Responsible Municipalities.
- b. Documentation of the number of crews and types of equipment utilized, actual hours of operations and locations of work performed during the time and material phase of operations.
- c. Completion of truck certifications, equipment certifications and establishment of QA/QC program throughout the life of the project.
- d. GIS mapping data updates and digitized reports. GIS layers will be provided by the Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data shall be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
- e. Completion of truck certifications, equipment certifications and establishment of QA/QC program throughout the life of the project.
- f. Load tickets documenting the Eligible Debris removal, reductions and/or disposal activities.
- g. If requested by the County, the Contractor shall be prepared to document eligible hazardous stump removal, hangers, leaners, or tree removal which includes, photos, GPS coordinates, street, or milepost identifier, and/or other information as available and applicable. However, it is the County's intent to use Force Account labor to accomplish this task, the intent of Responsible Municipalities may vary.
- h. Environmental authorizations and/or permits as applicable.
- i. Daily electronic spreadsheet summaries of the cubic yards/tons collected by the collection crews.
- j. Ensure all submitted invoices have the appropriate and required documentation attached to them.
- k. Review and validate debris removal contractor(s) invoices prior to submission to the County for payment. Provide digitized documentation along with source documentation (i.e., load tickets, tipping fees, supplies) with each invoice and supply to the County.

SECTION E – SCOPE OF WORK

Load Tickets

- (1) The following Load Ticket is meant to be an example only for the purpose of this RFP. The actual Load Tickets used may vary slightly but will have representative information. Each load of Eligible Debris shall be tracked using a multi-page load ticket similar to the one shown below. Load Ticket used must correspond to Responsible entity.

PINELLAS COUNTY FLORIDA	
DISASTER DEBRIS LOAD TICKET	
No. 123456	
Contractor:	
Subcontractor:	
Truck #	Max. Load Capacity CY
Loading Site: (Street or Intersection, City, County)	
Unincorporated	<input type="checkbox"/> Yes <input type="checkbox"/> No
Municipality:	
Federal Aid Road	<input type="checkbox"/> Yes <input type="checkbox"/> No
Load Classification: (Check One)	
<input type="checkbox"/> Vegetative/Woody	<input type="checkbox"/> C & D
<input type="checkbox"/> Mixed	<input type="checkbox"/> Hazardous/Toxic
<input type="checkbox"/> White Goods	<input type="checkbox"/> HHW
<input type="checkbox"/> Animal Carcasses	<input type="checkbox"/> Other (Explain)
Drivers Name (print)	ID #
Loading Site Departure Time:	Odometer:
Loading Site Monitor:(signature)	ID #
Disposal Site Location:	
Disposal Site Arrival Time:	Odometer:
Maximum Load Capacity X % Loaded = Vol. Hauled CY	
(CY) X	% = (CY) Total
Disposal Site Monitor: (signature)	ID #
Contract Disposal Site Monitor (signature)	ID #
Notes:	
White – Agency; Canary & Blue – Contractor; Pink – Subcontractor; Green – Driver; Gold – Loading Site	

SECTION E – SCOPE OF WORK

- (2) The LSM is responsible for completing the sections highlighted in green on the load ticket as shown. The LSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The LSM will maintain a log that contains the information required in the Scope of Work.
- (3) The DMSM is responsible for completing the sections highlighted in yellow on the load ticket as shown. The DMSM will verify that all required information was completed by the LSM. After verifying that information is complete, the tower inspection from the inspection tower will estimate the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on a placard on the side of the truck or trailer. That number should be validated with the volume stated on the Load Ticket.
- (4) The DMSM will indicate the location of the debris management site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the DMSM will print his/her name and sign in the designated block. The DMSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The DMSM copy will be turned into a supervisor at the end of each day. The DMSM will maintain a log that contains the information required in the Scope of Work.

6. REPORTING

- a. The Contractor's supervisor must ensure that the load tickets and log are submitted to the DMC not later than 9 a.m. of the following day with a report detailing progress, in a format designated by the County.
- b. The LSMs will maintain a log that contains the following information:
 - (1) County or Responsible Municipality Debris "Control Point" or loading site location(s)
 - (2) Loading Site Monitors' Name
 - (3) Supervisor's Name
 - (4) Number of Load Tickets issued during the shift
 - (5) Starting load ticket number
 - (6) Ending load ticket number
 - (7) Any problems encountered or anticipated
- c. The DMSMs will turn in their copy of the load ticket to their supervisor at the end of each shift. Contractor's supervisor will ensure that the load tickets and log are submitted to the DMC no later than 9 a.m. the following day.
- d. The Debris Management Site Monitors must maintain a log that contains the following information:
 - (1) Debris management site location(s)
 - (2) Debris Management Site Monitors' Name
 - (3) Supervisor's Name
 - (4) Truck/trailer number and volume of debris hauled into the site
 - (5) Cumulative total of County or Responsible Municipality's debris delivered at the site during the shift
 - (6) Any problems encountered or anticipated
 - (7) Grids cleared and number of passes
- e. The RDMs will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the DMC. This report is to be submitted to immediate supervisor on a daily basis.
- f. The RDMs will report any serious or safety-related discrepancies observed to their supervisor. Supervisor will keep DM informed of situations that impact the execution of the debris removal contract.
- g. The supervisor will collect all written reports and provide them to the DMC by 9 a.m. the following day.

SECTION E – SCOPE OF WORK

7. PAYMENT:

- a. Applications for payment must be made to the Responsible entity.
- b. Payment for work completed will be based on verified hours of work from daily logs.
- c. All invoices must be accompanied with a daily log recording the following information for each laborer:
 - (1) Location of work performed
 - (2) Description of work performed
 - (3) Name of employee/laborer
 - (4) Job title
 - (5) Hours worked
 - (6) Hourly rate
 - (7) Total Hours
 - (8) Total Cost
- d. Billing rates for all labor used under this contract will be paid at the rate indicated in the Fee Schedule.
- e. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment costs, overhead and profits; per diem and fuel is to be included in hourly labor rates

E. EVALUATION CRITERIA:

Listed below are the criteria that will be used by the County to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following evaluation criteria:

1. Qualifications (400 Points)

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

- a. Provide an organizational chart for your typical debris monitoring operation where at least 25 personnel were utilized.
- b. Provide brief resumes (one page or less) for your key management staff as defined in the organizational chart. (For intended Project Manager position, must include name, qualifications, educational background, and certifications).
- c. With the primary Contractor required to perform at least 30% of the work with its own forces, identify the total number of staff working on a typical debris removal operation, what percentage are permanent employees?
- d. Identify the total number of people working on a typical debris monitoring operation, what percentage are sub-contractors?
- e. Provide detail on the reporting process and report to be delivered to the County to confirm all sub-contractors are being paid as scheduled.
- f. Provide bonding capacity, previous experience, Dunn and Bradstreet rating, and financials to demonstrate the Bidder's financial capacity to mobilize and begin full operations without reimbursement for the initial sixty (60) days.
- g. Describe plan on providing the necessary personnel to monitor fifteen (15) loading sites and two (2) debris management sites.

SECTION E – SCOPE OF WORK

- h. Provide plan to supply adequate personnel to support this scope of work, describing how additional personnel would be supplied if necessary to meet the needs of the County.
- i. List and summarize all FEMA reimbursed debris projects which are similar in scope and complexity to the work described herein and provide references for the three (3) most recent projects, including:
 - (1) name/description of project
 - (2) owner of project/point of contact
 - (3) name of project manager
 - (4) Total amount of debris collected
 - (5) Project award amount
 - (6) Final project total amount
 - (7) Original estimate
 - (8) Change Orders
 - (9) Scheduled completion date
 - (10) Actual completion date
 - (11) Incidents or activities of note during project
- j. List any experience with disaster debris monitoring and consulting experience using FEMA programs and funding issues.
- k. Will the use of an electronic debris monitoring system be part of this contract? Please describe system and provide detail on potential issues with utilizing an electronic monitoring system within the County during a disaster.
- l. Provide a listing of all current contractual obligations for contracts within the State of Florida regarding emergency debris monitoring services, providing client name, contract dates, and whether or not the contract is a joint or cooperative agreement. NOTE: A firm with more than two (2) contracts as primary Contractor with neighboring counties (Pasco, Hillsborough, Manatee, etc.), without proof of the ability to provide sufficient resources to provide multiple locations during the same event, may be deemed unqualified.

2. Approach (250 Points)

A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

3. Statement of Work (150 Points)

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

4. Compensation (150 Points)

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. **SECTION F BID SUBMITTAL AND SUMMARY**

5. No Exceptions to RFP (50 Points)

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. **Exceptions must be submitted on a separate sheet titled exceptions.**

SECTION E – SCOPE OF WORK

6. Items To Be Returned with Proposal

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

Section 1	Proposal Signature Page (RFP Page 2)
Section 2	Cover Letter indicating Proposer meets all requirements outlined in the RFP.
Section 3	Proposal submittal: <ul style="list-style-type: none"> • Tab 1 - Qualifications • Tab 2 - Approach • Tab 3 - Statement of Work • Tab 4 - Compensation (SECTION F BID SUBMITTAL AND SUMMARY) • Tab 5 - Exceptions to RFP - Signed statement, noting any and all exceptions to the County's terms and conditions
Section 4	Section D - Vendor References
Section 5	Forms <ul style="list-style-type: none"> • ePayables Form • W-9 Form • Addendum Acknowledgement Form (RFP Section G, if Applicable) • Certificates of Insurance • Appendix 1 – E-Verify Affidavit • Services Agreement EXHIBIT G - Disclosure of Lobbying

SECTION F BID SUBMITTAL AND SUMMARY

FEE SCHEDULE: Prices MUST be all-inclusive as defined in the scope of work.

LABOR RATES: All labor rates are to be fully burdened to be all-inclusive of all taxes, benefits, fringe benefits, overhead and profits, insurance, hand tools, supervision, fuel, and any other incidental costs (excluding lodging, meals, and transportation) in hourly labor rates.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Project Manager	220 Hours	\$
2.	Debris Monitor Supervisor	660 Hours	\$
3.	Load Site Monitor	4400 Hours	\$
4.	Debris Management Site Monitor	220 Hours	\$
5.	Roving Debris Monitor	1100 Hours	\$
6.	Debris Management Consultant	100 Hours	\$
7.	Tower Monitor	220 Hours	\$
8.	Clerical / Administrative Support	660 Hours	\$
TOTAL (Items 1 – 8):			\$

The above hours are not intended to represent the actual contract amount but are an estimated amount for a 5-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resulting contract.

Proposer may include other positions when provided with hourly rates, and thorough job description for each position and their specific role. The fees for the other positions are for future use if necessary. They will not become a factor in the evaluation of cost.

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

Company Name

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes _____ No _____

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

Signature

Printed Signature

Phone Number

Email

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

The contractor must complete and submit to the County Form W-9 available: Through the following link:

www.irs.gov/forms-pubs/about-form-w-9

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer.

SECTION G - ADDENDUM

SECTION G - ADDENDUM

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS SOLICITATION BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding addenda issued is available on the Pinellas ePro website, www.ebids.pinellas.gov/bsol, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. 22-0601-P for Disaster Debris Monitoring & Management Services.

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence __ or 2) online notarization __, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of **Click or tap to enter a date.** (effective date). By and between Pinellas County, a political subdivision of the State of Florida ("County"), and _____, _____ ("Contractor"), (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to 22-0601-P (JJ) ("RFP") for Disaster Debris Monitoring & Management services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to data or information referenced in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

AGREEMENT

3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 14, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Director of Public Works or designee.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on January 1, 2023 and shall remain in full force and for 5 years, or until termination of the Agreement, whichever occurs first.

Duration of the contract shall be for a period of (5) year(s) with unit prices adjustable at (2) year(s) after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or (3%), whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment shall be submitted between 90-120 day(s) prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120-day(s) period above shall not be considered.

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B. Term Extension

The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for (1) additional (2) year(s) extension(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or (3%), whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

6. Compensation and Method of Payment

A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

B. **Spending Cap and Payment Structure** - The County agrees to pay the Contractor the not-to-exceed sum of \$_____, for Services completed and accepted herein if applicable, payable

[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]

in equal monthly payments of \$_____ beginning on the first day of the month commencing on_____, 202_____, upon submittal of an invoice as required herein.]

OR on a fixed-fee basis for the deliverables as set out in Exhibit_____, payable upon submittal of an invoice as required herein.]

OR at the following hourly rates (select appropriate box):

☐ the hourly rate of \$_____; or

☐ the hourly rates set out in Exhibit _____attached hereto, upon submittal of an invoice as required herein.

OR (DESCRIBE PAYMENT TERMS)

C. Travel Expenses -

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in

AGREEMENT

accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Personnel

- A. **E-Verify** - The contractor and subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.
- B. **Qualified Personnel** - Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

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8. Termination

A. Contractor Default Provisions and Remedies of County

1. Events of Default - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor

1. Events of Default - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or
 - iii. the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions - Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. Time is of the Essence

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

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- B. Contractor Confidential Information - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. Public Records - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.
- D. **If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.**

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

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If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to the Liability and Insurance – Indemnification Section of this Agreement, "Indemnification."

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.
- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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16. County's Funding

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. Name Changes

The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Public Works or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

AGREEMENT

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. Notices

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Director
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765

with a copy to:

Attn: Merry Celeste,
Purchasing and Risk Management Division Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

For Contractor:

Attn:

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

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26. Severability

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. Waiver

No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

"Force Majeure Event" means any act or event that (i) prevents a Party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other Party's (the "Performing Party") obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party's obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, a political subdivision of the State of Florida **PINELLAS COUNTY** acting by and through the

Board of County Commissioners

By: _____

By: _____

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

AGREEMENT

EXHIBIT A - STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

AGREEMENT

EXHIBIT B - INSURANCE REQUIREMENTS

[INSERT INSURANCE REQUIREMENTS PRIOR TO EXECUTION]

AGREEMENT

EXHIBIT C - PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

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EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

EXHIBIT F
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID OR PROPOSAL NUMBER: 22-0601-P (JJ)
BID OR PROPOSAL TITLE: Disaster Debris Monitoring & Management Services

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded **in excess of \$100,000** that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—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). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy. **Mandatory Disclosures** [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for noncompliance, including suspension or debarment. **Certifications and representations.** [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

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

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339] If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: *Name _____ *Street 1 _____ *Street 2 _____ *City _____ *State _____ *Zip _____ Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: 			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known : 			9. Award Amount, if known : \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ 			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ 		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit H
FEMA GRANT FUNDING CONDITIONS
PROPOSAL NUMBER: 22-0601-P (JJ)
PROPOSAL TITLE: Disaster Debris Monitoring & Management Services

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
 - ii. advertising; layoff or termination; rates of pay or other forms of compensation;
 - iii. and selection for training, including apprenticeship. The contractor agrees to
 - iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
 - v. nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees
 - i. placed by or on behalf of the contractor, state that all qualified applicants will
 - ii. receive consideration for employment without regard to race, color, religion,
 - iii. sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which 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.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such othersanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency maydirect as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. 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.
 - ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.
 - iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar 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 (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency 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)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (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: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - a. 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—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.