

RESOLUTION NO. 2018 - 416

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 18-42 AND TO EXECUTE AGREEMENTS FOR DISASTER DEBRIS REMOVAL SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with six (6) firms: AshBritt, Inc., CrowderGulf Joint Venture, Inc., Ceres Environmental Services, Inc., J.B. Coxwell Contracting, Inc., D & J Enterprises, Inc., and DRC Emergency Services to perform Disaster Debris Removal Services in accordance with RFP No: 18-42; and

**WHEREAS**, the scope of the services shall include Disaster Debris Removal Services in the event of a declared disaster, such as natural events including hurricanes, tornadoes, windstorms, floods and fires, as wells as man-made events or emergencies, such as civil unrest and terrorist attacks impacting the County, in accordance with RFP No: 18-42; and

**WHEREAS**, through the County's formal RFP process, the above referenced firms were determined to be the firms eligible to enter into contract with the County to perform the work referenced above; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

**WHEREAS**, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 18-42 to AshBritt, Inc., CrowderGulf Joint Venture, Inc., Ceres Environmental Services, Inc., J.B. Coxwell Contracting, Inc., D & J Enterprises, Inc., and DRC Emergency Services, enter into negotiations, and upon successful negotiations, to execute contracts to provide the services set forth therein.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to enter into negotiations, and upon successful negotiations, execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 18-42.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4 day of December, 2018.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: Paul M. Waldron  
Paul M. Waldron, Chair

**ATTEST: ST. JOHNS COUNTY, FL  
CLERK OF COURT - Hunter S. Conrad, Clerk**

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 12/6/18





**CONTRACT AGREEMENT**  
**RFP NO: 18-42**  
**Disaster Debris Removal Services**  
**Master Contract #: \_\_\_\_\_**

This Contract Agreement (Agreement) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, (“Effective Date”) between **St. Johns County, FL** (“County”), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and \_\_\_\_\_ (“Consultant”), authorized to do business in the state of Florida, with mailing address: \_\_\_\_\_; Phone: (321) 441-8500 Email: [betty.kamara@tetrattech.com](mailto:betty.kamara@tetrattech.com).

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 – DURATION AND RENEWAL**

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date show above, and shall be in effect for an initial contract term of five (5) calendar years, and may be renewed for one (1), two (2) year renewal period. Renewal of this Agreement shall be contingent upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of legally appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County’s determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term “Contract Documents” includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Request for Proposals No. 18-42 and all issued Addenda (Exhibit A);
- FEMA Required Contract Clauses (Exhibit B);
- Any task order, or any amendment or change order to an issued task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

**ARTICLE 3 - SERVICES**

The Consultant’s responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III A of St. Johns County Request for Proposals No: 18-42.

Services provided by the Consultant shall be under the general direction of the respective St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County’s representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

#### **ARTICLE 4 – TASK ORDERS**

The Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. Any work performed by the Consultant without a fully executed Task Order shall be at the Consultant's Own Risk, and shall be subject to non-payment by the County. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

#### **ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Consultant.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order in accordance with the Hourly Rates provided by the Consultant, approved by the County, and incorporated herein as Exhibit "C". The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate.
- C. It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Consultant shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Consultant, invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Consultant, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

#### **ARTICLE 6 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven ( 7 ) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
  1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 8 – PERSONNEL**

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:

**ARTICLE 9 – SUBCONTRACTING**

The County reserves the right to approve the use of any sub-consultant, or to reject the selection of a particular sub-consultant, and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-consultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-consultant, vendor, or material supplier based upon prior unsatisfactory performance.

**ARTICLE 10 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

**ARTICLE 11 – AVAILABILITY OF FUNDS**

The County’s obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

**ARTICLE 12 - INSURANCE**

The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida. The Consultant shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers’ Compensation Insurance in at least such amounts as required by the law for all of its employees.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**ARTICLE 13 - INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys’ fees, arising out of the Consultant’s errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

**ARTICLE 14 - SUCCESSORS AND ASSIGNS**

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in

respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

#### **ARTICLE 15 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 16 - CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County 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 Consultant'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 Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

#### **ARTICLE 17 - NO THIRD PARTY BENEFICIARIES**

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Consultant is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

#### **ARTICLE 19 - ARREARS**

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

## **ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP**

With respect to the Consultant's performance of all work services and activities under this Agreement; the Consultant shall be an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

## **ARTICLE 22 - CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 23 - ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

## **ARTICLE 24 - NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

## **ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 27 - AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

## **ARTICLE 28 - SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Consultant shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

## **ARTICLE 30 - FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

## **ARTICLE 31 - ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

## **ARTICLE 32 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

### **ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

### **ARTICLE 34 –PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.
- C. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: [publicrecords@sicfl.us](mailto:publicrecords@sicfl.us).**

### **ARTICLE 35 – REVIEW OF RECORDS**

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the County or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

**ARTICLE 38 – INCORPORATION OF HUD REQUIRED CONTRACT CLAUSES**

The Consultant’s performance under this Agreement shall be subject to the HUD Required Contract Clauses attached as Exhibit B hereto, the contents of which are incorporated herein.

**ARTICLE 39 – INCORPORATION OF FLORIDA DEO AGREEMENT**

The Consultant’s performance under this Agreement shall be subject to terms of Florida Department of Economic Opportunity (agreement # H2338) attached as Exhibit C hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.

**COUNTY:**

St. Johns County, FL (Seal)  
Full Name

By: \_\_\_\_\_  
(County Representative Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Senior Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**CONSULTANT:**

\_\_\_\_\_ (Seal)  
Full Legal Company Name

By: \_\_\_\_\_  
(Contractor Representative Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Date of Execution)

**RFP NO: 18-42, Disaster Debris Removal Services**

**Master Contract #: \_\_\_\_\_**

**EXHIBIT "A"**

Request for Proposals & Issued Addenda  
(separate attachment)

**RFP NO: 18-42, Disaster Debris Removal Services**

**Master Contract #: \_\_\_\_\_**

**EXHIBIT "B"**

**FEMA REQUIRED CONTRACT CLAUSES**

(separate attachment)

**RFP NO: 18-42, Disaster Debris Removal Services**  
**Master Contract #: \_\_\_\_\_**

**EXHIBIT "C"**

**CONSULTANT HOURLY RATE SHEET**  
(separate attachment)



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

October 19, 2018

**RE: RFP 18-42; Disaster Debris Removal Services**

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to AshBritt, Inc., CrowderGulf Joint Venture, Inc., Ceres Environmental Services, Inc., J.B. Coxwell Contracting, Inc., D & J Enterprises, Inc., and DRC Emergency Services as the firms which received more than eighty (80) points during evaluation under **RFP 18-42, Disaster Debris Removal Services**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 12:00 PM, Wednesday, October 24, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiation, and upon successful negotiations, execute a contract.

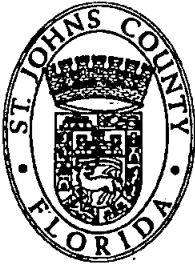
Please forward all correspondence, requests or inquiries directly to April Bacon, Disaster Recovery Procurement Coordinator at [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

Sincerely,  
St. Johns County  
Board of County Commissioners

County Representative Signature

Date: 10/19/18

Leigh A. Daniels, CPPB  
Procurement Supervisor/Acting Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
(904) 209-0150 – Main  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

---

**I N T E R O F F I C E   M E M O R A N D U M**

---

**TO:** Greg Caldwell, Assistant Public Works Director  
**FROM:** April Bacon, DR Procurement Coordinator  
**SUBJECT:** RFP No. 18-42, Disaster Debris Removal Services  
**DATE:** October 16, 2018

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval

A handwritten signature in black ink, appearing to be "G. Caldwell", is written over a horizontal line.

Date October 16, 2018

Budget Amount TBD

Account Funding Title TBD

Funding Charge Code TBD

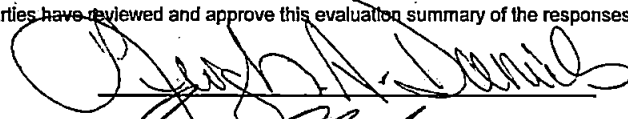
Award to Per the language in the RFP, Contracts for services will be extended to all respondents receiving a minimum of 80 points in the evaluation.

Award Amount TBD

FIRM	RATER Jeffery A. Alexander	RATER Ashley Mickler	RATER Robert Quinney	RATER Donnie Tackett	RATER Douglas Tarbox	TOTAL	COMMENTS
AshBritt, Inc.	96.0	98.0	95.0	99.0	100.0	488.0	
CrowderGulf Joint Venture, Inc.	94.0	91.0	89.0	95.0	98.0	467.0	
Ceres Environmental Services, Inc.	96.0	87.0	91.0	94.0	97.0	465.0	
J.B. Coxwell Contracting, Inc.	94.0	87.0	80.0	95.0	99.0	455.0	
D & J Enterprises, Inc.	93.0	83.0	88.0	92.0	96.0	452.0	
DRC Emergency Services	88.0	92.0	83.0	95.0	93.0	451.0	
KDF Enterprises LLC	91.0	82.0	75.0	94.0	100.0	442.0	score below 80
Grubbs Emergency Services, Inc.	89.0	78.0	82.0	94.0	97.0	440.0	score below 80
TFR Enterprises	91.0	83.0	70.0	95.0	94.0	433.0	score below 80
Omni Construction, Inc.	87.0	63.0	50.0	86.0	91.0	377.0	score below 80
Custom Tree Care, Inc.	80.0	58.0	45.0	75.0	85.0	343.0	score below 80

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFP.

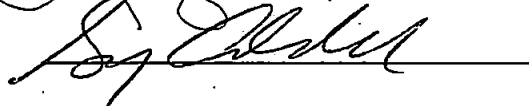
Purchasing Manager:



Date:

10/25/18

Assistant Public Works Director:



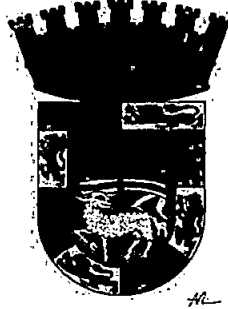
Date:

10/25/18

**NOTE:**  
THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE NOTICE OF INTENT TO AWARD, PROTEST PROCEDURES MAY BE OBTAINED FROM THE PURCHASING DEPARTMENT.

ST JOHNS COUNTY  
OCT 25 18  
PURCHASING



**ST. JOHNS COUNTY, FL  
Board of County Commissioners**

**REQUEST FOR PROPOSALS  
RFP NO: 18-42**

**DISASTER DEBRIS REMOVAL SERVICES**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcf.us/Purchasing/index.aspx](http://www.sjcf.us/Purchasing/index.aspx)**

FINAL: 6/25/18

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**TABLE OF CONTENTS**

**PART I: ADVERTISEMENT**

**PART II: INTRODUCTION**

**PART III: DEFINITIONS AND ACRONYMS**

**PART IV: SERVICE REQUIREMENTS**

**PART V: CONTRACT REQUIREMENTS**

**PART VI: RFP PACKAGE SUBMITTAL REQUIREMENTS & EVALUATION**

**PART VII: FORMS AND ATTACHMENTS**

**PART VIII: EXHIBIT A – 2 CRF 200 REQUIRED PROVISIONS**

**PART IX: EXHIBIT B – STUMP CONVERSION TABLE**

**PART X: SEALED RFP MAILING LABEL**

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting proposals for **RFP NO: 18-42 DISASTER DEBRIS REMOVAL SERVICES**. Interested and qualified consultants may submit Proposals, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Proposals are due by or before 4:00PM (EST) on Thursday, July 26, 2018**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

The purpose of this RFP is to solicit proposals from interested and qualified firms to perform Disaster Debris Removal Services in the event of a declared disaster, such as natural events including hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies, such as civil unrest and terrorist attacks impacting the County. All services shall be performed in accordance with 2 CFR 200 or applicable grant program regulations and requirements.

RFP Documents are available for download from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #18-42. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** to the Designated Point of Contact as provided below by or before close of business (5:00PM) on **Thursday, July 12, 2018**

**Designated Point of Contact:** April Bacon, Disaster Recovery Procurement Coordinator  
SJC Disaster Recovery/Purchasing Department(s)  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [abacon@sjcfl.us](mailto:abacon@sjcfl.us)

In the event the above referenced individual is unavailable or absent for more than three (3) business days, interested firm may contact Jaime Locklear, MPA, CPPB, FCCM Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

Proposals **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 18-42: Disaster Debris Removal Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the container. Each package shall consist of one (1) hard-copy original and one (1) exact electronic PDF copy on a USB drive which shall include all required documentation and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid

tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interests of St. Johns County.

BOARD OF County COMMISSIONERS  
OF ST. JOHNS County, FL  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_

DEPUTY CLERK

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**PART II: INTRODUCTION**

**A. Purpose**

The purpose of this Request for Proposals is to establish a contract or contracts with firm(s), to be utilized in the event of a declared disaster impacting St. Johns County, resulting in the need for recovery activities. Declared disasters shall include, but are not limited to natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. Required services shall be performed in accordance with applicable local, state, and federal rules, laws, codes and regulations from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP), as well as any other applicable, governing agencies, and their recovery, reimbursement, and assistance programs.

**B. Tentative Schedule of Events**

The following is a tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	June 27, 2018,
Deadline for Bid Questions	July 12, 2018
RFP Package Submittal Deadline	July 26, 2018
Evaluation of Submitted RFP Packages	August 2, 2018
Recommendation of Award to BOCC	September 7, 2018
Notice of Award / Execution of Contracts	October 5, 2018

**C. Due Date & Location**

Packages submitted in response to this Request for Proposals must be delivered to, and received by the SJC Purchasing Department by or before **4:00 PM on Thursday, July 26, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500n Sebastian View  
St. Augustine, FL 32084

**D. Designated Point of Contact for Questions**

Any and all questions or requests for information relating to this RFP shall be submitted in writing by or before close of business (**5:00PM**) on **Thursday, July 12, 2018** to the designated Point of Contact shown below.

**Designated Point of Contact:** April Bacon, Disaster Recovery Procurement Coordinator  
SJC Disaster Recovery/Purchasing Department(s)  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [abacon@sjcfl.us](mailto:abacon@sjcfl.us)

In the event the above referenced individual is unavailable or absent for more than three (3) business days, interested firm may contact Jaime Locklear, MPA, CPPB, FCCM Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us).

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

**E. Addenda**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

**F. Equal Employment Opportunity**

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

**G. Force Majeure**

Neither the County nor Contractor shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the County or Contractor.

**H. Solicitation Postponement / Cancellation**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**I. Right to Reject / Accept**

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

**J. Compliance with St. Johns County Purchasing Policy and Procedures Manual**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set for in the St. Johns County Purchasing Procedure Manual.

**PART III: DEFINITIONS AND ACRONYMS**

**A. Definitions of key terms used in this RFP are provided below.**

**(1) Approved Final Disposal Site**

A final disposal site approved in writing by the County.

**(2) Authorized Representative**

County employees and/or contracted individuals designated by the County or County debris manager.

**(3) Cleanup Crew**

A group of individuals or an individual employed by the Contractor to collect disaster debris.

**(4) Construction and Demolition (C&D) Debris**

- a. FEMA Publication 104-009-2, Public Assistance Program and Policy Guide, defines eligible C&D debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings,

pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:

- I. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way (ROW).
- II. Debris removal must be the legal responsibility of the applicant.
- III. Debris must be a result of a major disaster.

**(5) Debris**

Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

**(6) Debris Management Site (DMS)**

A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris management site (TDMS) or temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

**(7) Debris Manager**

The County will designate a debris manager, who will provide oversight for all phases of debris removal operations.

**(8) Debris Removal**

Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

**(9) Demolition**

Demolition is the act or process of reducing a structure, as defined by the Commonwealth of St. Johns County, Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

**(10) Description of Designated Area**

- a. The designated area for debris removal is bounded by County limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the County. Debris clearance and removal on roadways in municipalities within the County's limits may assign debris removal responsibilities to the Contractor. The Contractor will remove debris from municipal roadways at the direction of the County. The County may also authorize the Contractor to remove debris from Non-County roadways or other areas as directed in writing by the County.
- b. All debris identified by the County shall be removed. The Contractor shall make up to one complete pass through the County's limits, removing all debris along each ROW and additional passes as required by the County. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated area to another designated area without prior approval from the County or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the County.
- c. The Contractor shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all local, state, and federal regulations.
- d. Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

- e. All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the County.
- f. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.
- g. The Contractor will provide an on-site project manager to the County. The project manager shall provide the County with a telephone number at which the project manager can be reached throughout the project. The project manager will be expected to have daily meetings with County representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The County may adjust the frequency of meetings. The Contractor project manager must be available 24 hours-a-day, or as required by the County.
- h. The County may provide the Contractor with potential DMS(s). The Contractor will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.
  - i. DMS locations to be determined within the County service request form.
  - ii. Once DMS locations are identified, the Contractor will be provided with the address, GPS coordinates, and estimated acreage of each DMS.
  - iii. Based on the severity of the disaster, the County may task the Contractor with locating additional sites available to be used as DMS(s).
  - iv. The County does not warrant or guarantee the availability or use of any dump sites. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the County. The Contractor will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved in writing by the County.
  - v. Payment for disposal costs (such as tipping fees) incurred by the Contractor at permitted disposal facilities, or other County-approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Contractor. The Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. The County has the ability to utilize existing contracts for final disposal.
- i. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- j. The County reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.
- k. The Contractor shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the County. Depending on the category of the event, the County may request immediate mobilization.
- l. Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For any project that requires a federal permit or receives federal funding is subject to Section 7 (see Part III A.(13) Endangered Species Act). The Contractor and County will comply with the findings of the Section 7 Endangered Species Act consultation, if applicable.

**(11) Disaster-Specific Guidance (DSG)**

DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

**(12) Eligible**

Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the County to the Contractor) of the FEMA Public Assistance Grant Program, FEMA Publication 104-009-2 (additional information below), and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

**(13) Endangered Species Act**

- a. Section 7 of the Endangered Species Act, 16 U.S.C. § 1536(a)(2), requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions. (See 50 C.F.R. § 402.02.)
- b. Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effect determination (assistance and coordination may be available from the Commonwealth of St. Johns County, Florida especially with transportation projects). The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

**(14) FEMA Publication 104-009-2 Public Assistance Program and Policy Guide**

- a. This publication is specifically dedicated to the rules, regulations, and policies associated with public assistance programs and the debris removal process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Public Assistance Program and Policy Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:
  - i. Eliminating immediate threats to lives, public health, and safety.
  - ii. Eliminating immediate threats of significant damage to improved public or private property.
  - iii. Ensuring the economic recovery of the affected community to the benefit of the community at large.

**(15) Grinding**

Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

**(16) Hazardous Hanging Limbs**

- a. A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:
  - i. The limbs or branches extend over the public ROW;
  - ii. The broken limbs or branches measure six (6) inches or larger in diameter at the point of breakage; and
  - iii. Still hanging in a tree and threatening a public use area, e.g. trails, sidewalks, golf cart path.

**(17) Hazardous Leaning Tree**

- a. A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six inches or greater measured 4.5 feet above ground level; and one or more of the following criteria are met: according to FEMA Publication 104-009-2 include:
  - i. The tree has a split trunk.
  - ii. The tree has a broken canopy.
  - iii. The tree is leaning at an angle greater than thirty (30) degrees.

**(18) Hazardous Stump**

- a. A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:
  - i. The stump has fifty (50) percent or more of the root ball exposed.
  - ii. The stump is 2 feet or larger in diameter when measured 2 feet from the ground.
  - iii. The stump is located on a public ROW.
  - iv. The stump poses an immediate threat to public health and safety.

**(19) Historic Preservation**

In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

**(20) Household Hazardous Waste (HHW)**

- a. The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
  - i. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
  - ii. HHW removal must be the legal responsibility of the applicant.
  - iii. HHW must be a result of a major disaster.
- b. The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the Contractor with written authorization by the County. Hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

**(21) Monitor**

Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements, and complying with all applicable federal, state, and local regulations. May also be referred to as a field inspector.

**(22) Personal Protective Equipment (PPE)**

Equipment worn to minimize exposure to a variety of hazards.

**(23) Recycling**

The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

**(24) Refrigerant**

Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

**(25) Right-of-Entry (ROE)**

As used by FEMA, the document by which a property owner confers to the County or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

**(26) Right-of-Way (ROW)**

The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

**(27) Scale/Weigh Station**

A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

**(28) Tipping Fee**

A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

**(29) Used Electronics**

End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

**(30) Vegetative Debris**

Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products. Remains of standing trees that are clearly damaged beyond salvage.

**(31) White Goods**

- a. As outlined in FEMA Publication 104-009-2, eligible white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
  - i. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
  - ii. White good removal must be the legal responsibility of the applicant.
  - iii. White goods must be a result of a major disaster.

**PART IV: SERVICE REQUIREMENTS**

**A. Scope of Services**

The Contractor shall have the capacity to manage a major workforce with multiple Sub-Contractors and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a disaster.

It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the County issues a Task Order to the Contractor, unless otherwise directed in writing by the County.

Payment for disposal costs (such as tipping fees) incurred by the Contractor at an County-approved final disposal site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass-through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. The County has the ability to utilize existing contracts for final disposal.

The scope of work under this contract includes the following elements:

**(1) Emergency Road Clearance**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from County roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the County shall be clear and passable within a reasonable amount of time as overseen by the County. This may include roadways in municipalities within the County. Roadways will be cleared as directed by the County. The Contractor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this Contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule.

**(2) Right-of-Way (ROW) Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the County ROW to a County-approved DMS or approved final disposal site in accordance with all federal, state, and local regulations.

- a. Vegetative debris in the County ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, which has been or will be placed along public ROWs, easements, County parks, County properties, alleys, County debris staging areas, and other areas as designated by the County.
- b. For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- c. The Contractor will remove vegetative debris as directed by the County.
- d. All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the County or its authorized representative.
- e. The Contractor must provide traffic control as conditions require or as directed by the County.
- f. Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

**(3) ROW Construction & Demolition (C&D) Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the County ROW to a County-approved final disposal site in accordance with all federal, state, and local regulations.

- a. C&D debris in the County ROW is defined as disaster-generated debris that has been or will be placed along public ROW, easements, County parks, alleys, and County debris staging areas.
- b. For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- c. The Contractor will remove C&D debris from the ROW as directed by the County.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the County or its authorized representative.
- f. The Contractor must provide traffic control as conditions require or as directed by the County.
- g. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

- h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

**(4) Demolition, Removal, Transport, and Disposal of Non-RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include asbestos-containing material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a County-approved final disposal site in accordance with all federal, state, and local regulations.

- a. Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the County.
- b. Entry onto private property will only be permitted when directed by the County. The County will provide specific ROE legal and operational procedures.
- c. The Contractor is required to strictly adhere to all local, state, and federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- d. Decommissioning consists of the removal and disposal of all HHW, used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local regulations.
- e. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- f. Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County's authorized representative.
- g. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- h. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

**(5) Demolition, Removal, Transport, and Disposal of RACM Structures**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County-approved final disposal site in accordance with all federal, state, and local regulations.

- a. The Contractor is required to strictly adhere to all local, state, and federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- b. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable local, state, and federal regulations.
- c. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

- d. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County's authorized representative.
- e. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- f. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

**(6) Debris Management Site (DMS) - Management and Operations**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the County prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the County.

- a. Managing DMS location includes helping to obtain necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Florida Department of Environmental Protection (DEP) or other State agencies. The Contractor shall also be responsible for all costs associated with third-party groundwater and soil testing.
- b. Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and County as outlined in Part III, A.(10) Description of Designated Area.
- c. If the alternate tonnage price schedule of this RFP is used, the Contractor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the County intends to use the alternate tonnage price schedule of this RFP. The Contractor shall provide a sufficient number of scales meeting the County's specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall decide what constitutes an excessive wait time. To the extent that the County determines that additional scales are required, certified scales must be operational within five (5) business days of the County's written request.
- d. The Contractor is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- e. The Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- f. The Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- g. The Contractor is responsible for providing twenty-four (24)-hour security at DMS(s).
- h. The Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on DMS locations.
- i. The Contractor is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- j. The Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

- k. The Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The County will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)
- l. The Contractor shall provide tower(s) from which the County or its authorized representative can make volumetric load calls. The tower provided by the Contractor will meet required minimum specifications, detailed in Part IV, A.19: Debris Site Tower Specifications.
- m. The Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and DEP guidelines.
- n. Upon completion of haul-out activities, the Contractor shall restore the site to its original condition prior to site use at their own expense, abide by all local, state, and federal environmental regulatory requirements, and obtain a written release from the County or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the County and DEP.

**(7) DMS Management and Reduction by Grinding**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the County. Grinding must be approved by the County prior to commencement of reduction activities.

- a. All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).
- b. The Contractor must obtain the County's approval to reduce C&D debris. If approved for reduction by the County, C&D debris must be reduced via grinding in order for the County to compensate the Contractor for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

**(8) DMS Management and Reduction by Incineration**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the County. Incineration must be approved by the County prior to commencement of reduction activities.

- a. All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).

**(9) Haul-Out of Reduced Debris to Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from an County-approved DMS(s) to an County-approved final disposal site in accordance with all local, state, and federal regulations.

- a. All unreduced disaster debris must be transported to a final disposal site separately from reduced debris.
- b. The Contractor shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- c. The Contractor shall not use any disposal site without the written consent of the County. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County prior to issuing any such authorization.

- d. The Contractor shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor, and the County for permission to post a County inspector at the site for verification of each load disposed.
- e. The Contractor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall decide what constitutes an excessive wait time. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the County's request and certified scales must be operational within five (5) business days of the County's request.
- f. At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- g. The Contractor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the County.

**(10) Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree, and eligible hazardous hanging limbs six (6) inches or greater in diameter at the point of the break and in the County ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs six (6) inches or greater in diameter at the point of the break and in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with Part IV A.(2) of this RFP. Eligible hazardous leaning trees greater than six (6) inches in diameter, measured four and a half (4.5) feet from the base of the tree, will be flush cut, loaded, and removed in accordance with Part IV A.(2) of this RFP. The County will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then the Contractor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous leaning trees will be identified by the County or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the County ROW or private property will be performed as identified by the County or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the Contractor in writing by the County or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
  - i. The tree has a broken canopy.
  - ii. The tree has a split trunk.
  - iii. The tree has fallen or been uprooted within a public use area.
  - iv. The tree is leaning at an angle greater than thirty (30) degrees.
- b. Eligible hazardous hanging limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs six (6) inches or greater in diameter at the point of the break and on the County ROW or private property will be performed as identified by the County's authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor in writing by the County's authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
  - i. The limb is six (6) inches or greater in diameter at the point of the break.
  - ii. The limb is still hanging in a tree and threatening a public use area.

iii. The limb is located on improved public property.

**(11) Removal of Hazardous Stumps**

- a. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps twenty-four inches (24") or greater in diameter, measured two feet (2') from the base of the tree, in the County ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the County ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Part IV A.(2) of this RFP. Stumps measured twenty-four inches (24") from the base of the tree and less than twenty-four inches (24") in diameter will be considered normal vegetative debris and will be removed in accordance with Part IV A (2) of this RFP. The County will not compensate the Contractor for removing hazardous stumps less than twenty-four inches (24") in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four inches (24") will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see EXHIBIT B: FEMA Stump Conversion Table) and will be removed under the terms and conditions of Part IV A.(2) of this RFP.
- b. Eligible hazardous stumps will be identified by the County for removal. Removal and transportation of hazardous uprooted stumps in the County ROW and private property will be performed as identified by the County. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor in writing by the County. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
  - i. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
  - ii. Fifty (50) percent or more of the root ball is exposed.
  - iii. The stump is on County ROW and poses an immediate threat to public health, safety, or welfare.
- c. Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Part IV A.(2). Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Part IV A (2). The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1: FEMA Stump Conversion Table).
- d. The County or its representative will measure and certify all stumps before removal.
  - i. Stumps shall only be collected after the County and the Contractor document and perform the following: Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
  - ii. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
  - iii. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
  - iv. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.
- e. The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

**(12) ROW White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County-approved DMS, decontamination, and transportation to the County's approved final disposal site.

- a. White goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- b. The removal, transportation, and disposal of white goods includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulatory agencies.
- c. There are no disposal fees for residential white goods.

**(13) Used Electronics**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the County-approved final disposal site. Eligible used electronics includes but is not limited to disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all eligible used electronics in accordance with all local, state, and federal regulations.

**(14) Household Hazardous Waste Removal, Transport, and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

- a. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulations.
- b. The collection methods shall include collection vehicles supplied by the Contractor which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D PPE and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. Contractor personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the County or Contractor as directed by the County. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.
- c. HHW from DMS

**(15) Abandoned Vessel and Vehicle Removal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the County. The removed eligible vehicles will be hauled to a County-approved staging area and subsequently disposed of by the appropriate regulatory agency.

- a. The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulations.

**(16) Animal Carcass Removal and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the County to an approved final disposal site. The carcasses will be hauled to a County-approved staging area and subsequently disposed of by the appropriate regulatory agency.

- a. The Contractor will coordinate activities with the appropriate Local animal control agency.

- b. The removal, transportation, and disposal of animal carcasses includes obtaining all necessary local, state, and federal Handling Permits and operating in accordance with all local, state, and federal regulations.

**(17) Other Debris Removal Work**

Neither the Contractor nor any sub-Contractor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this Contract. The County reserves the right to require the Contractor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed (additional information Part IV A.(26)).

**(18) Working Hours**

Working hours for ROW collection shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance and in writing by the County.

- a. The Contractor shall conduct debris removal operations that generate noise levels above these normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) day-a-week basis.

**(19) Debris Site Tower Specifications**

The Contractor shall provide as many towers as designated by the County at each disposal site for the use of County representatives during their inspection of dumping operations.

- a. If ingress and egress of the DMS(s) is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower.
- b. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides.
- c. The Contractor shall provide a minimum of one (1) portable toilet at each dump site for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the Contractor throughout dumping operations.
- d. Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County due to unsuitable conditions at the tower.

**(20) Equipment**

- a. All trucks and other equipment must comply with all applicable local, state, and federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the County or authorized representative prior to its use by the Contractor.

- c. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the Proposer mix debris hauled for others with debris hauled under this contract.
- d. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County.
- f. Hand-loaded vehicles are prohibited unless pre-authorized in writing by the County following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

**(21) Traffic Control**

- a. The Contractor shall mitigate the effects of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- b. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all Contractor work areas to ensure the safety of vehicular and pedestrian traffic.
- c. The Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- d. All work shall comply with all applicable local, state, and federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the County nor the County's authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- e. Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- f. All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the designated area.

**(22) Damage to Public or Private Property**

- a. All items damaged as a result of Contractor or sub-Contractor operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the County. The Contractor will be responsible for any invoices submitted to the County (such as by utility companies or landowners) that are determined to be the result of damage done by the Contractor. The County reserves the right to pay any such invoices and deduct the cost from the Contractor's invoice. Repairs or receipt of repairs shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished. If the Contractor fails to repair any damaged property, the County may

have the work performed and charge the Contractor.

- b. The Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.
- c. The Contractor's failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

**(23) Existing Utilities**

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Contractor shall pay all such costs to the utility company for any adjustments.
- b. The Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Contractor.

**(24) Environmental Protection**

- a. All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.
- b. The Contractor shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all local, state and federal regulations and the approval of the County. The Contractor shall comply in a timely manner with all directions of the County regarding the use of a water truck or other approved dust abatement measures.
- c. The Contractor shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

**(25) Documentation and Measurement**

- a. Prior to beginning any work, the County or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris with a placard. All vehicles must be certified by the County or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by a County authorized representative each time it returns to work from other contracts or communities.
- b. The Contractor is responsible for ensuring that all sub-contractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- c. The Contractor shall designate one project manager. The project manager shall provide the County with a telephone number at which the project manager can be reached throughout the project.
- d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal.
  - i. Each load ticket shall consist of one original and four carbon-copy duplicates.
  - ii. Load tickets will be issued by a County authorized representative at the loading site. The County will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the County authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the dump site. The County authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The County will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

- iii. The Contractor shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the County.

**(26) Ownership of Debris**

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Contractor shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, the County will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

- a. All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the County. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the Contractor shall become the property of the Contractor upon collection.
- b. It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. Florida DEP may issue orders for the classification and disposition of all disaster debris. Based on the mandates of DEP and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The Contractor and County will establish a final disposal plan based on these mandates.

**(27) County Responsibilities**

County responsibilities will vary depending on County needs and resources. The County, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the Contractor
- b. Identifying suitable DMS activities
- c. Promoting debris management activities
- d. Providing educational materials
- e. Submitting post-collection DMS(s) data reports to DEP
- f. Recruiting and coordinating volunteers
- g. Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies
- h. Providing emergency contact information
- i. Executing the contract with selected Contractor(S)
- j. Issuing written Task orders as needed.

**B. Award of Work**

The County shall determine who shall be awarded work under this Contract based on lowest price, and availability to perform the required services so as to best serve the needs of St. Johns County. Should the Contractor who submits the lowest pricing proposal for a project not be available to perform the work as needed by the County's schedule; the County reserves the right to award the project to an alternate Contractor who is available to perform the work according to the County's schedule, even if the alternate Contractor did not submit the lowest price for the project, as long as the additional funds are available and approval is granted by County Administration or Board of County Commissioners. The County also reserves the right to cancel any project, at any time, if it does not serve the County's best interest to proceed with the project.

The County shall issue task orders for work under this Contract as follows:

**(1) Task Orders**

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or his authorized designee. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for over \$200,000.00 unless approved the Board of County Commissioners or the County Administrator under executive order for a declared event.

Each Task Order shall include, at a minimum, the following information:

- a. Master Contract Name & Number
- b. Contractor Name & Address
- c. Task Order Number
- d. Project Name
- e. Description of Scope of Work
- f. Total Project Cost Proposal with Supporting Proposal and Rate Sheets
- g. Schedule for Completion
- h. Any and all specific terms and conditions associated with the project

**(2) Change Orders**

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Contractor shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Contractor. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order.

**PART V: CONTRACT REQUIREMENTS**

**A. Contract Agreement & Term**

The initial contract term shall be effective for a period of five (5) years, and may be renewed for one (1) two-year renewal period providing satisfactory performance has been maintained by the Contractor, and availability funds. The County reserves the right to extend the contract beyond the five-year renewal if it serves the best interest of the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any Qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP Projects under the award of this contract will be issued through Task Orders on an as needed basis.

**B. Payment & Performance Bonds**

Contractor(s) shall be required to obtain and submit recorded Performance & Payment Bonds on any Contract Task Order issued for any project over one hundred thousand dollars (\$100,000.00) in value, unless waived by the Board of County Commissioners, per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the Task Order, in the form provided by St. Johns County, covering the faithful performance of the Contract and the payment of all obligations arising there under in full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

**(1) Surety Bond**

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

- a. Surety must be licensed to do business in the State of Florida;
- b. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
- c. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- d. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
- e. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

**(2) Time of Delivery and Form of Bonds**

The Performance & Payment Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded after the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to have the Performance & Payment Bond recorded in the County Clerk's Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Department or Construction Services Department, depending on where the task order was issued. No work shall commence until the required bond has been delivered to the County.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

**C. Contract Performance**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the RFP response in order to comply with the requirements for satisfactory performance.

**D. Termination**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

**E. Governing Laws & Regulations**

It shall be the responsibility of the Contractor to perform all work in accordance with 2 CFR 200 and any additional grant requirements and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

**F. Licenses, Permits & Certifications and Applicable Fees**

The Contractor shall be responsible for maintaining any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees necessary to acquire and/or maintain such licenses, permits or certifications are the responsibility of the Contractor. Payment of any and all fees or fines assessed to the Contractor, or the County, resulting in the lack of required permits, licenses or certifications shall be the sole responsibility of the Contractor.

**G. Insurance Requirements**

The awarded Contractor shall not commence work under the awarded Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract.

**Certificate Holder Address:** St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

**H. Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub-Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

**I. Sub- Consultants / Sub-Contractors:**

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the Qualification, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, provide all internal sub-contractor documentation for federal reimbursement review. If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

In the event of an emergency declaration, it is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- (1) To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- (2) To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- (3) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- (4) To help remove barriers to the participation of DBEs in Federal assisted contract: and
- (5) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the respondent is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

- (1) Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors OR
- (2) If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

**PART VI: RFP PACKAGE SUBMITTAL REQUIREMENTS & EVALUATION**

**A. Minimum Qualifications**

In order for Respondents to be considered for qualification and award of a Contract, Respondents must meet the following minimum qualifications:

1. Must be fully licensed to perform work or do business in the State of Florida;
2. Must possess, or be willing to obtain upon award, a Local Business Tax Receipt for St. Johns County.

In order for RFP Packages to be considered, respondents must submit with their package sufficient evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include any and all information necessary to certify that the respondent:

1. Has technical knowledge and practical experience in the type of work included in the scope;
2. Has the available organization and qualified manpower to do the work;
3. Has adequate financial status to meet the financial obligation incident to the work;
4. Does not have just or proper claims pending against individual or firm or their work;
5. Has previously performed or provided the work, materials, and services as described in the scope of services/specifications.

#### **B. Respondents Responsibilities**

Respondents are responsible for any and all costs associated with developing and submitting a RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Request for Proposals Packages received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

Each Respondent, by submitting a Request for Proposals Package in response to this RFP, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Request for Proposals Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFP, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Request for Proposals Packages submitted shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

#### **C. Trade Secrets**

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the office of department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

#### **D. Conflict of Interest**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

**E. Use of County Logo**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**F. Public Records**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the Proposals may result in such information being subject to release if requested in a public records request.

**G. Determination of Responsiveness**

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFP may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Package. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality

**J. RFP Package Submittal Format**

All RFP Packages shall be evaluated partially based on the Respondent’s ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section	Topic
1	RFP Package Cover Page
2	Cover Letter
3	Experience & Past Performance
4	Technical Approach
5	Company Qualifications
6	Pricing
7	Administrative Information

**K. RFP Package Components**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard-copy original and one (1) exact electronic PDF copy submitted on a USB Drive. The hard-copy original RFP Package shall be on 8 1/2” X 11” pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is highly recommended that proposals be organized in the manner specified as follows:

**Section 1: RFP Package Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Respondents must provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

1. Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include address of office that will administer Contract;
2. All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package;
3. Highlights of the Respondent's qualifications and ability to perform the specified services

**Section 3: Experience & Past Performance**

Each Respondent must demonstrate that they have successfully performed services on at least five (5) FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past ten (10) years, involving the removal of at least five hundred thousand (500,000) cubic yards debris.

**Section 4: Technical Approach**

Respondents must provide an operational plan which will include the Respondent's approach to managing an event that provides over 500,000 cubic yards of vegetative debris and 100,000 cubic yards of Construction & Demolition debris. The operational plan shall include, but is not limited to the following:

- Training procedures
- Start-up procedures
- Planning
- Management style
- Communications
- Resource & equipment allocation
- Debris site management & operations
- ROW debris removal
- Private property debris removal
- Hazardous Tree removal service
- Contract Management
- Abandoned vessel & vehicle removal
- Safety
- Maintenance of Traffic
- Documentation

**Section 5: Company Qualifications**

Respondents shall provide qualifications and experience of the company and key personnel who will be providing services under the awarded Contract, and a description of any and all resources available to the respondent to be used in the performance of the required work. Any and all individual licenses, certifications, Disadvantaged Business Enterprise certification or awards should be included in this section. Provide resumes of key staff.

**Section 6: Administrative Information**

Respondent shall submit the following:

1. Drug Free Work Place Form (Complete and Submit)
2. Conflict of Interest Declaration (Complete and Submit)
3. RFP Affidavit (Complete and submit)
4. RFP Affidavit of Solvency (Complete and Submit)
5. Claims, Liens, Litigation History - In this section of the package, firms shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting Attachment "C-3" – Claims, Liens, Litigation History

6. Equal Opportunity Report Statement
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions
8. Certification Regarding Lobbying
9. Certification of Non-segregated Facilities
10. Non-Collusion Certification
11. Acknowledged Addenda
12. Proof of Liability Insurance and its limits

**L. Recommendation for award**

Recommendation shall be made to the Board of County Commissioners by County Staff to award a Contract for the services to all respondents receiving a minimum of 80 points in the evaluation based on the criteria provided herein.

**M. Protest Procedures**

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

**N. Evaluation of Responses**

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all of the responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFP Package according to the criteria provided herein.

Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Team Member, and to rank the responding firms based on the scores provided.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firm whose proposal best serves the interest of the County.

**O. Evaluation Criteria**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Experience / Past Performance	0 - 25
Technical Approach	0 - 25
Company Qualifications	0 - 20
Quality of Proposal	0 - 15
Pricing	0 - 15
<b>TOTAL POSSIBLE POINTS</b>	<b>0 - 100</b>



**PART VII: FORMS AND ATTACHMENTS**

**CONTRACTOR PRICING**

**Schedule 1  
Hourly Labor, Equipment, and Material Price Schedule**

<b>Equipment Type With Operator</b>	<b>Hourly Rate</b>
Air Curtain Burner, Self-Contained System	
50' Bucket Truck	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D3 or Equivalent	
Dozer, Tracked, D4 or Equivalent	
Dozer, Tracked, D5 or Equivalent	
Dozer, Tracked, D8 or Equivalent	
Dump Truck, 16 +/- CY	
Dump Truck, 20 +/- CY	
Dump Truck, 38 +/- CY	
Generator, 5.5 kW, List kW Capacity	
Generator, 200 kW, List kW Capacity	
Generator, 2,500 kW, List kW Capacity	
Light Plant with Fuel and Support	
Grader w/12' Blade (Min. 30,000 LB)	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane up to 15 Ton	
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	
Vac Truck (Mist Capacity), List Capacity	
Pickup Truck, 1 Ton	
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	

<b>Equipment Type With Operator</b>	<b>Hourly Rate</b>
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	
Tub Grinder, 800 to 1,000 HP	
Hydraulic Excavator, 1.5 CY (w/ thumb)	
Hydraulic Excavator, 2.5 CY (w/ thumb)	
Truck, Flatbed	
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 FT Lift	
Water Truck, 2500 Gal (Non-Potable, Dust Control and Pavement Maintenance)	
Wheel Loader, 3 CY, 152 HP	
Wheel Loader, 4.0 CY, 200 HP	
Wheel Loader-Backhoe, 1.5 CY, 95 HP	

<b>Labor Category</b>	<b>Hourly Rate</b>
Operations Manager w/Cell Phone and .5 Ton Pickup	
Crew Foreman w/Cell Phone and 1 Ton Equipment Truck w/Small Tools and Misc. Supplies in Support of Crew	
Tree Climber/Chainsaw and Gear	
Laborer w/Chain Saw	
Laborer w/Small Tools, Traffic Control, or Flag person	
Bonded and Certified Security Personnel	

<b>Crew Category</b>	<b>Hourly Rate</b>
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools	

**SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**

Reference to RFP Scope of Services Items 2 to 16. If a Vendor elects to "No Bid" individual service offerings their proposal may be considered non-responsive by the County.

1	<b>ROW Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to County approved DMS or County approved final disposal site.	<b>Quantity</b> (in Cubic Yards)	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 500,000	
		>500,000	
2	<b>ROW C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D on the ROW or public property to County approved final disposal site.	<b>Quantity</b> (in Cubic Yards)	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 500,000	
		>500,000	
3	<b>Demolition, Removal, Transport and Disposal of Non-RACM Structures</b> Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to County approved final disposal site. <u>Contractor shall be responsible for paying tipping fees.</u>	<b>Quantity</b> (in Cubic Yards)	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 5,000	
		>5,000	
4	<b>Demolition, Removal, Transport and Disposal of RACM Structures</b> Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to County approved final disposal site. <u>Contractor shall be responsible for paying tipping fees.</u>	<b>Quantity</b> (in Cubic Yards)	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 5,000	
		>5,000	
5	<b>DMS Management and Operations</b> Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>Quantity</b> (in Cubic Yards)	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 500,000	
		>500,000	

**SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED**

6	<b>DMS Reduction by Grinding</b> Work consists of reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>Quantity</b> <b>(in Cubic Yards)</b>	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 500,000	
		>500,000	
7	<b>DMS Reduction by Air Curtain Incineration</b> Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	<b>Quantity</b> <b>(in Cubic Yards)</b>	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 500,000	
		>500,000	
8	<b>Haul-out of Reduced Debris to an End User Approved Final Disposal Site</b> Work consists of loading and transporting reduced eligible disaster-related debris at County approved DMS to County designated final disposal site.	<b>Quantity</b> <b>(in Cubic Yards)</b>	<b>\$ Per</b> <b>Cubic</b> <b>Yard</b>
		1 - 500,000	
		>500,000	

**SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED**

<b>9</b>	<b>Removal of Hazardous Trees and Limbs</b>	
	Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 1, Vegetative Debris Removal.	
	<b>Unit of Measure</b>	<b>\$ Per Tree</b>
	6 inch to 12.99 inch diameter	
	13 inch to 24.99 inch diameter	
	25 inch to 36.99 inch diameter	
	37 inch to 48.99 inch diameter	
	49 inch and larger diameter	
Hanger Removal (per Tree)		
<b>10</b>	<b>Removal of Hazardous Stumps</b>	
	Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to County approved DMS. Rate includes removal, backfill of stump hole, and reduction.	
	<b>Unit of Measure</b>	<b>\$ Per Stump</b>
	6 inch to 23.99 inch diameter	
	24.0 inch to 36.99 inch diameter	
<b>11</b>	<b>ROW White Goods Debris Removal</b>	
	Work consists of the removal of eligible white goods from the ROW to an End User approved DMS site or End User approved facility for recycling. CONTRACTOR shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The CONTRACTOR shall also be responsible for the transportation of eligible white goods from County approved DMS to County approved facility for recycling.	
	<b>White Goods</b>	<b>\$ Per Unit</b>
	Refrigerators, freezers, and AC units requiring refrigerant recovery and decontamination	
Washers, dryers, stoves, ovens, and hot water heaters		

**SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED**

<b>12</b>	<b>Used Electronics Removal</b> Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	
	<b>Electronics</b>	<b>\$ Per Unit</b>
	Televisions, computers, computer monitors, and microwaves	
<b>13</b>	<b>Household Hazardous Waste Removal, Transport, and Disposal</b> Work consists of the collection, transportation, and disposal of HHW from the ROW to an End User approved-permitted hazardous waste facility. Contractor shall be responsible for paying tipping fees.	
		<b>\$ Per Ton</b>
	Household Hazardous Waste	
<b>14</b>	<b>Abandoned Vehicle Removal, Transport, and Disposal</b> Work consists of the removal, transportation, and disposal/recycling of eligible abandoned vehicles. Contractor shall be responsible for paying tipping fees.	
		<b>\$ Per Unit</b>
	Motor Vehicle	
<p>1) <b>“Abandoned motor vehicle”</b> means a motor vehicle as defined in Florida Statute 320.01 that may be damaged, destroyed, displaced, or lost as a result of a disaster and is not in a drivable condition. Vehicles may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles may be classified as debris if they block public access and critical facilities.</p> <p style="margin-left: 40px;">a. FEMA Publication 104-009-2, Public Assistance Program and Policy Guide, defines removal of privately owned vehicles eligible if all of the following conditions are met:</p> <p style="margin-left: 80px;">I. The vehicle blocks access to a public-use area;</p> <p style="margin-left: 80px;">II. The vehicle is abandoned and the Applicant is unable to identify the owner;</p> <p style="margin-left: 80px;">III. The Applicant follows applicable State, Territorial, Tribal, and local government ordinances or laws for private vehicle removal; and</p> <p style="margin-left: 80px;">IV. The Applicant verifies the chain of custody of the vehicle.</p>		

15	<b>Abandoned Vessel Removal, Transport, and Disposal</b>	
	Work consists of the removal, transportation, and disposal/recycling of eligible abandoned vessels. Contractor shall be responsible for paying tipping fees.	
		<b>\$ Per Unit</b>
	Vessels less than 20 linear feet	
	Vessels 21 linear feet and greater	
<p>2) <b>“Derelict vessel”</b> means a vessel, as defined in Florida Statute 327.02 that may be damaged, destroyed, displaced, or lost as a result of a disaster and is not in a drivable condition. Vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vessels may be classified as debris if they block public access and critical facilities.</p> <p>b. FEMA Publication 104-009-2, Public Assistance Program and Policy Guide, defines removal of privately owned vessels eligible if all of the following conditions are met:</p> <p>V. The vessel blocks access to a public-use area;</p> <p>VI. The vessel is abandoned and the Applicant is unable to identify the owner;</p> <p>VII. The Applicant follows applicable State, Territorial, Tribal, and local government ordinances or laws for private vessel removal; and</p> <p>VIII. The Applicant verifies the chain of custody of the vessel.</p>		
16	<b>Dead Animal Carcasses</b>	
	Work consists of the recovery and disposal of dead animal carcasses. Contractor shall be responsible for paying tipping fees.	
		<b>\$ Per Unit</b>
	Carcasses	

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT  
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED  
ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: April Bacon, Disaster Recovery Procurement Coordinator

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**CERTIFICATES OF INSURANCE**  
**(Attach or insert copy here)**

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) \_\_\_\_\_

Signature

Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**AFFIDAVIT**

TO: ST. JOHN'S County BOARD OF County COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-42, Disaster Debris Removal Services.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Respondent)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced

\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
\_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or  
who has produced

\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

(Use additional or supplemental pages as needed)

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**EQUAL OPPORTUNITY REPORT STATEMENT**

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as 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 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.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor 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.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.”

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**BYRD ANTI-LOBBYING COMPLIANCE AND  
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**St. Johns County  
Certification of Non-segregated Facilities**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 18-42  
DISASTER DEBRIS REMOVAL SERVICES**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS County USE</b>
<b>Section 1</b>	RFP Package Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company Experience & Past Performance		
<b>Section 4</b>	Technical Approach		
<b>Section 5</b>	Company Qualifications		
<b>Section 6</b>	Pricing		
	Contractor Pricing Sheet		
<b>Section 7</b>	Administrative Information (include the following):		
	Conflict of Interest Declaration		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Claims, Liens, Litigation History		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary-Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Acknowledged Addenda		
	Proof of Liability and Limits		

## **PART VIII: EXHIBIT A**

### **2 CFR 200 REQUIRED PROVISIONS**

The awarded Contractor will comply with all applicable federal law, regulations, executive orders, including policies, procedures, and directives herein.

#### **A. Energy Policy and Conservation Act**

The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

#### **B. Compliance with the Copeland "Anti-Kickback" Act**

- A. Contractor. The awarded Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The awarded Contractor or sub-Contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and sub-Contractor as provided in 29 C.F.R. § 5.12.

Reference 2 CFR 200 A II (d)

#### **C. Compliance with the Contract Work Hours and Safety Standards Act**

- A. Overtime requirements. No Contractor or sub-Contractor 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 (A) of this section the Contractor and any sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-Contractor 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 sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The Contractor or sub-Contractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-Contractor or lower tier sub-Contractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

**D. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**E. Clean Air 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 County and understands and agrees that the 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 \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

**F. 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 County and understands and agrees that the 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 \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

**G. Procurement of Recycled/Recovered Materials**

- 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:
  - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 2) Meeting contract performance requirements; or
  - 3) At a reasonable price.
- B. Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

**H. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement 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.

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

**I. 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.

**J. Program Fraud and False or Fraudulent Statements or Related Acts**

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

Reference 31 U.S.C. §§ 3729-3733

**K. Non-Segregated Facilities**

The Contractor and each sub-Contractor shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFP, the Bidder and all sub-Contractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

**L. Americans with Disabilities Act of 1990 (ADA)**

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

**M. Equal Opportunity**

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

**N. Sub-Contractors**

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-Contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-Contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFP.

The County reserves the right to disqualify any Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

The awarded Contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. 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.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

**O. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

**P. Suspension and Debarment**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

**PART XII: EXHIBIT B**

**STUMP CONVERSION TABLE**

**Stump Conversion Table**

**Diameter to Volume Capacity**

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

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

0.7854 is one-fourth pi and is a constant.

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

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

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

Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.9	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		





## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

July 18, 2018

**To: Prospective Respondents**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 18-42, Disaster Debris Removal Services**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent shall ascertain before submitting a proposal that he/she has received all Addenda, and shall submit one (1) hard-copy original and one (1) electronic copy of this signed addendum with their submitted proposal.

#### Clarification:

In Part VI: RFP Package Submittal & Evaluation, Section O. Evaluation Criteria, on page 31 of the RFP document, it is shown that pricing is included as part of the evaluation criteria with a point value of 15 points. Pricing is hereby removed from the evaluation criteria for this RFP. Please see the attached revised Part VI: RFP Package Submittal & Evaluation; Section O. Evaluation Criteria (page 31) and the revised sample Evaluator Score Sheet (page 32).

Respondents are still required to submit Contractor Pricing Schedule 1 & Schedule 2 (pages 33 – 39) with their submitted proposal. Failure to complete and include the proposed pricing will result in a respondent's submitted proposal being deemed non-responsive, and the respondent will be disqualified from further consideration for award.

#### Questions/Answers:

1. In the RFP on page 29 it shows "Section 6: Administrative Information" but I do not see where there is a section for pricing. On page 53, the checklist shows section 6 as being pricing and section 7 being administrative information. Please let me know if pricing is to be section 6 or section 7.

**Answer: Respondents shall utilize the document found on RFP pages 33 – 39 labeled Contractor Pricing, Schedule 1 & Schedule 2 to provide their pricing information. This document shall be included as part of Section 6 in their RFP submittal package. The "Section 6: Administrative Information" shall be relabeled as "Section 7: Administrative Information" in the submitted proposal.**

2. Item 13. Pricing for CLIN 13 Household Hazardous Waste is by the ton. Would the County consider changing the unit of measure to "per pound"?

**Answer: The County will maintain a per ton rate to measure household hazardous waste.**

3. Does the County intend to evaluate the hourly pricing schedule? If so, will quantities be assigned in such a manner as described in Schedule 2? If quantities will be assigned, can the County clarify what those quantities are? If hourly line items are going to be added up to attain a total price to compare against other proposers can the County confirm?

**Answer: Please see clarification above.**

4. Can the County identify how much weight the hourly pricing schedule (Schedule 1) will have in comparison to the unit rate price schedule (Schedule 2)?

**Answer: Please see clarification above.**



## St. Johns County Board of County Commissioners

Purchasing Division

5. Page 15 Item 7B of the RFP states that if C&D debris is to be reduced it will have to be reduced via grinding. There is not a line item to haul C&D debris to a DMS or to reduce C&D debris at the DMS. Will the County consider adding these two line items should this work become necessary?

**Answer: RFP (page 35) Schedule 2; Item 2 is hereby revised to include the following: Work consists of the collection and transportation of eligible C&D on the ROW or public property to County approved DMS or County approved final disposal site. Also, the requirement for C&D debris reduction (page 15, item 7b) is hereby removed. C&D debris will be hauled to a County approved DMS or County approved final disposal site, if C&D debris reduction becomes necessary County will negotiate with Contractor on a case by case basis.**

6. The RFP states that the Contractor must include Landfill fees for removal of demolition debris and dead animal carcasses in our proposed unit rates. DRC cannot control the landfill rates nor guarantee them for the term of the proposed contract. Typically, it is after activation when tipping fees are negotiated often at a much better rate than the standard daily gate rate (depending on the quantity of debris). Will the City consider changing the scope to allow for Tipping Fees/Disposal fees to be considered a pass through expense whereby the contractor pays the Tipping Fees and invoices the City at direct cost with no markup?

**Answer: Payment for disposal costs (such as tipping fees), if incurred by the Contractor, at a County-approved final disposal site that meets local, state, and federal regulations for disposal, will be reimbursed by the County as a pass-through cost. Invoices shall identify any and all disposal costs or tipping fees separate from the unit prices included in the Contract.**

7. If the County will not treat tipping fees as a pass through for this debris how will the county treat increased/decreased disposal rates at the time of event?

**Answer: Please see answer to Question 6 above.**

8. When evaluating the proposals, in terms of price, how will the Schedule One "Hourly Fee Schedule" rates be evaluated against the Schedule Two Unit Rate Fee Schedule? Do they hold any weight in the total assigned percentage points towards the pricing schedule? If so, how much weight do they hold? Will you add up all items on Schedule One to form a grand total and use that number to compare?

**Answer: Please see clarification above.**

9. Please Confirm all tipping fees are passthrough.

**Answer: Please see answer to Question 6 above.**

10. Please Confirm a bid bond is not required.

**Answer: A bid bond is NOT required to be submitted with proposals. However, a Performance & Payment Bond will be required, as indicated in Part V: Contract Requirements; Section B Payment & Performance Bonds (page 23) of the RFP document.**

11. Please confirm that only 1 original and 1 electronic copy of the proposal are required.

**Answer: Yes, proposal submittal requirements are as follows: One (1) original hard copy and one (1) exact electronic PDF copy submitted on a USB drive.**

12. P. 29 shows Section 6 as being Administrative Information, but the checklist shows that Section 6 should be pricing and section 7 should be Administrative Information. Which is correct?

**Answer: Please see answer to Question 1 above.**



**St. Johns County Board of County Commissioners**

Purchasing Division

**RFP PROPOSAL DUE DATE REMAINS: THURSDAY, JULY 26, 2018 AT 4:00PM.**

Acknowledgment

Sincerely,

\_\_\_\_\_  
Signature and Date

April Bacon  
Disaster Recovery Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**Attachments:**

- 1. Revised Evaluation Criteria**
- 2. Revised Sample Evaluator Score Sheet**



## St. Johns County Board of County Commissioners

Purchasing Division

### EVALUATION CRITERIA (Revised per Addendum #1) (pg. 31 of RFP Document)

#### O. Evaluation Criteria

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Experience / Past Performance	0 - 30
Technical Approach	0 - 30
Company Qualifications	0 - 25
Quality of Proposal	0 - 15
<b>TOTAL POSSIBLE POINTS</b>	<b>0 - 100</b>

#### ❖ Quality of Proposal

The Quality of Proposals will be based on the adherence to the required format, the organization, and the attention to detail in the submitted RFP Package





**St. Johns County Board of County Commissioners**

Purchasing Division

July 23, 2018

**ADDENDUM #2**

**To: Prospective Respondents**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP No: 18-42, Disaster Debris Removal Services**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent shall ascertain before submitting a proposal that he/she has received all Addenda, and shall submit one (1) hard-copy original and one (1) electronic copy of this signed addendum with their submitted proposal.

**Clarification:**

In Part VII: Forms & Attachments; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transactions, on page 28, of the RFP document there is a typographical error. Please see and utilize the attached revised Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

**RFP PROPOSAL DUE DATE REMAINS: THURSDAY, JULY 26, 2018 AT 4:00PM.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

April Bacon  
Disaster Recovery Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**Attachments:**

- 1. Revised Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion - Primary Covered Transactions (Revised per Addendum #2)**

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
3. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

**END OF ADDENDUM NO. 2**



**ST. JOHNS COUNTY**  
**OFFICE OF MANAGEMENT & BUDGET**

500 San Sebastian View  
St. Augustine, Florida 32084

---

**M E M O R A N D U M**

---

**TO:** St. Johns County Purchasing Department  
**FROM:** Jesse Dunn, Director for the Office of Management & Budget  
**SUBJECT:** Disaster Recovery Procurement Procedure  
**DATE:** October 1, 2018

The following memorandum serves to outline a disaster recovery procedure in order to effectively respond to temporary/emergency work as defined by the Federal Emergency Management Agency (FEMA) for their Public Assistance Program; specifically, work performed to reduce or eliminate an immediate threat to life, protect health and safety, and to protect improved property that is threatened in a significant way as a result of the disaster. Temporary/emergency work encompasses both Category A [Debris Removal] and Category B [Emergency Protective Measures].

In the event the County's Purchasing Department qualifies more than four vendors to provide temporary/emergency work, the following procedure may be used to effectively respond to a major disaster or emergency declared by the Governor of the State of Florida. To expedite timely:

1. The Purchasing Director or Manager may solicit substantive pricing quotes from the top four qualified vendors.
2. Of the top four qualified vendors, the Purchasing Director or Manager will negotiate with the vendor who submitted the lowest substantive pricing quote while meeting the requirements of availability and resources for the disaster as determined by the County.
3. If negotiations fail to result in an agreement, the Purchasing Director or Manager will negotiate with the vendor who submitted the second lowest substantive pricing quote while meeting the requirements of availability and resources for the disaster as determined by the County. Subsequent failures will result in negotiate with the vendor who submitted the third, and then fourth, lowest substantive pricing quote while meeting the requirements of availability and resources for the disaster as determined by the County.
4. If the Purchasing Director or Manager fails to negotiate an agreement with the top four qualified vendors based upon substantive pricing, while meeting the requirements of availability and resources for the disaster as determined by the County, the Purchasing Director or Manager will solicit substantive pricing quotes from all remaining qualified vendors. The Purchasing Director or Manager will then negotiate with the remaining qualified vendor who submitted the lowest substantive pricing quote.