



REQUEST FOR PROPOSALS
TO PROVIDE

DEBRIS MANAGEMENT AND REMOVAL SERVICES

Issued: October 22, 2022

**Proposals Due: Friday, November 4, 2022
2:00PM LOCAL TIME**

Prepared by:

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TOWN OF FORT MYERS BEACH REQUEST FOR PROPOSALS
FOR
DEBRIS MANAGEMENT AND REMOVAL SERVICES

The Town of Fort Myers Beach ("Town") invites proposal submissions for **Disaster Recovery Consultant Services. A complete scope may be found on Demandstar.com.com and on the Town's website www.fmbgov.com.** Project requires the Respondent(s) selected to be qualified to do business in the State of Florida under Fla. Stat. Ch. 473 at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement. RFP documents and other information can be obtained by downloading from www.Demandstar.com or www.fmbgov.com Please direct questions to: bids@fmbgov.com. Respondents are solely responsible for checking Demandstar.com or the Town website for the issuance of any addenda prior to submitting a proposal, and for providing the Town with a current email address for this purpose. If the package is not obtained directly from Demandstar.com.com or the Town or is modified in any manner, the Proposal will not be accepted for consideration by the Town. Respondents shall submit one (1) original proposal and three (3) identical copies of the Respondent's proposal with an electronic copy of the same as a PDF on CD/DVD in a sealed opaque envelope which is clearly and visibly marked on the outside, **"Disaster Recovery Consultant Services RFP-23-01-AD"**, **no later than 2:00 PM local time, Thursday, November 3, 2022.** Respondent's complete name and address shall also appear on the exterior of the proposal package. The Town reserves the right, in its sole judgment in the best interest of the Town, to waive any informalities in any proposals; to make award(s) including multiple awards, or partial awards; to waive any non-substantive, in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals. The Town's Selection Committee meeting dates will be posted on the Town's website or please contact the Town Clerk at bids@ at (239) 765-0202 extension 1400 after October 26, 2022 for such information.

I. GENERAL CONDITIONS

- A. The Town of Fort Myers Beach (herein referred to as the “Town”), in order to prepare for future disasters, is seeking proposals from qualified firms wishing to enter into a non-exclusive, pre-event contract for **DEBRIS MANAGEMENT AND REMOVAL SERVICES**
- B. Proposals may be submitted in person at the Fort Myers Beach temporary Town Hall Location, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 or via U. S. mail or courier service. Sealed packages must be plainly marked, “**RFP-23-02-AD TOWN OF FORT MYERS BEACH DEBRIS MANAGEMENT AND REMOVAL SERVICES.**”, along with the firm's name and address. The Town staff must receive all responses before 1:00 PM Local Time on Friday, November 4, 2022. Proposals received after the stated time will be refused. It is the sole responsibility of the respondent to ensure the proposal is received on time. Submittals received after this time will be automatically rejected.
- C. Submit one (1) clearly marked, manually signed original proposal, three (3) complete copies, and one (1) electronic copy (flash drive: PDF format). Cost information **must** be submitted in a separate, clearly marked, sealed envelope.
- D. The Town reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal and to award a contract deemed to be in the best interest of the Town.
- E. Direct, in writing, all inquiries regarding the meaning or interpretation of this request to Amy Baker, Town Clerk, bids@fmbgov.com or Yadzia Roa, Contracts Manager, bids@fmbgov.com. The deadline to submit questions is Friday, October 28, at 3:00 p.m. Local Time. All written inquiries and responses will be submitted as addenda and posted on the Town’s website and Demandstar.com.com. Interested parties are encouraged to register with “[Notify Me](#)” at the Town’s website to ensure notification of postings. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- F. From the date of release of this solicitation until award of the contract, no contact with elected officials related to this solicitation is permitted. All communications shall be directed to the Town representatives listed above. Any such contact may result in the disqualification of the respondent’s submittal.
- G. All changes, modifications, or interpretations shall be handled by the Town Clerks office. In no case will verbal communication between the Town and a respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Proposals (RFP).
- H. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

- I. Responses will be evaluated on experience, references, staffing capacity, services, costs, and any other relevant factors as determined to be in the best interest of the Town.
- J. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFP opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- K. Neither the Town nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered “non- responsive,” and, therefore, rejected.
- L. This solicitation is subject to all legal requirements contained in the applicable Fort Myers Beach Ordinances and Resolutions, as well as all applicable County, State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- M. All prospective bidders will be afforded full opportunity to submit responses to this RFP and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered into pursuant to this notice.
- N. The Town reserves the right to:
 - 1. Request clarification and additional information from any respondent during the evaluation process.
 - 2. Negotiate with the selected bidders to include further services not identified in this RFP.
 - 3. Refuse to review proposals if at least three (3) are not submitted.
 - 4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 - 5. Issue subsequent RFP’s based on refinement of concepts proposed in response to this request.
 - 6. Conduct investigations of the qualifications of the Proposers as deemed appropriate.

- O. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected.
- P. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the Town upon any debtor contract or is in default as surety or otherwise upon any obligation to the Town or has failed to perform faithfully any contract with the Town.
- Q. No elected official or employee of the Town will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- R. The respondent acknowledges that the Town is a Florida municipal corporation and subject to the Florida Public Records law. The respondent agrees that, to the extent any document produced under this agreement constitutes a public record, the respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.

All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFP number clearly marked on the outside. The Town will not accept proposals when the entire document is labeled as exempt from disclosure. The Town's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

- S. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 765-0202; FMBPUBLICRECORDS.COM; OR, 2525 ESTERO BLVD., FORT MYERS BEACH, FL 33931.**
- T. The recommended award will be posted on the Town's website. Failure to file a written protest to the Town Clerk within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proposal protest proceedings.
- U. All material submitted with the proposals will become the property of the Town unless otherwise requested at the time of submission.

- V. Specifications are open to public inspection and may be obtained from the Town of Fort Myers Beach Town Clerk, 2525 Estero Blvd, Fort Myers Beach, FL 33931, Demandstar.com.com or on the Town's website www.fmbgov.com.
- W. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. TERMS OF CONTRACT

- A. The RFP, the proposal, the information contained in the proposal, and any written documents supplementing, amending, or incorporating the proposal shall be incorporated into the contract between the Town and the selected firms unless expressly provided otherwise by the contract. The contract may be amended only by written agreement of the Contractor and the Town. The order for contract precedence will be the Contract, the Town's RFP and specifications, and the Proposer's response.
- B. The Town may terminate this Agreement at any time for cause and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Contractor may terminate this Agreement at any time by giving ninety (90) days prior written notice to the Town. In the event of termination by mutual agreement, the Contractor shall be compensated for services rendered. The vendor will have no claim against the Town for lost profits or compensation for lost opportunities.
- C. All reports, documents, or other written material developed by the Contractor in the performance of this Agreement shall be and remain the property of the Town without restriction or limitation upon its use or dissemination by the Town. Such material shall not be the subject of a copyright application by the Contractor.
- D. Contractor shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the Town. Contractor is and shall at all times remain as to the Town, wholly independent. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent.
- E. Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of the Town.

- F. The Respondent is fully responsible for all work performed under the contract resulting from this RFP, if any. The Respondent may, with the prior written consent of the Town Manager, enter into written subcontract(s) for performance of certain of its functions under such contract. No subcontract(s) which the Respondent enters into under the contract resulting from this RFP, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.
- G. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town Manager or his designee. The Town may from time to time assign additional or different tasks or services to the Contractor, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Contractor other than those specified or those so assigned in writing.
- H. Contractor, in the course of its duties, may have access to confidential data of the Town, private individuals, or employees of the Town. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. All Town data shall be returned to the Town upon termination of this Agreement. Contractor's covenant under this section shall survive termination of this Agreement.
- I. Contractor shall keep itself informed of State, Federal and local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. The Town, its officers, and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
- J. At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for performance of the services hereunder.
- K. This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. Town and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Fort Myers Beach, Florida.

- L. The awarded Proposer shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this contract. The Town shall have access to such books, records, subcontract, financial operations, and documents of the Proposer or its sub-contractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Proposer's place of business.

III. PROPOSAL PROCEDURES

A. SCHEDULE

Description	Date/Time
Issue Request for Proposals	October 22, 2022
Deadline for Proposers to submit written questions or seek clarification of the specifications	The Town will accept questions until 3:00 pm local time, Monday, October 31, 2022. Responses will be issued as addenda and published on the Town's website and Demandstar.com as they are received.
Proposal Submission Deadline	2:00 PM, Local Time, Friday, November 4, 2022
Evaluations Finalized	TBD
Town Commission's Approval	TDB
Contract Performance	From award through September 30, 2025 excluding option year renewals

B. AWARD OF CONTRACT

1. The Town intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the criteria in this solicitation.
2. The Town reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.
3. The Town reserves the right to conduct negotiations with the highest ranked offeror(s).
4. The Town reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Town's best interest to do so.
5. The Town reserves the right not to use all services contained in this RFP.

IV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to the Town, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Town acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.
- C. The Town shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- D. To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Town, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its sub-contractors, if any, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of the Town.

V. INSURANCE REQUIREMENTS

- A. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the Town; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover the Subcontractors, vendors, or suppliers has been obtained and approved.
- B. The minimum insurance coverage and limits required are shown by coverage line in the section below. Failure of the Contractor to identify deficiencies in any insurance provided by Subcontractors, vendors, or suppliers shall not relieve Subcontractors, vendors, or suppliers from any insurance obligations.

C. Coverage Required

1. **Workers Compensation and Employer's Liability** - Workers compensation insurance providing statutory benefits as required in the state of Florida and employers' liability with limits of not less than:
 - \$500,000 E.L. Each Accident
 - \$500,000 E.L. Disease - Each Employee
 - \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the Town. The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

2. **Commercial General Liability** - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:
 - a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products and Completed Operations
 - d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
 - e. Employees and Volunteers as Additional Insured for both on-going and completed operations
 - f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
 - g. Blanket Contractual Liability
 - h. Primary and Non-Contributory Endorsement
 - i. Independent Contractor's Liability
 - j. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)
3. **Commercial Automobile Liability** - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:
 - a. Bodily Injury and Property Damage: \$1,000,000 combined single limit
 - b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

D. Other Insurance Requirements

All insurance to be obtained by Contractor, Subcontractor, Vendor, or Supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A" or better. All liability and automobile insurance shall contain a severability of interest clause (a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as

though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).

E. Certificate of Insurance

Prior to commencing its performance under the contract, Contractor and all Subcontractors, Vendors or Suppliers shall provide the Town a Certificate of Insurance evidencing the coverage's previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Contractor, Subcontractor, Vendor, or Supplier shall maintain a current Certificate of Insurance with Town for this period.

F. Waiver of Subrogation

All insurance coverage maintained by the Contractor and all Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the Town, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Contractor and all Subcontractors further waive all claims and all rights of subrogation against the Town, employees, insurers and underwriters for loss of, or damage to, Contractor/Subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Contractor/Subcontractor.

VI. SCOPE OF SERVICES

SEE ATTACHMENT 1

VII. TECHNICAL REQUIREMENTS

SEE ATTACHMENT 2

ATTACHMENT 1

SCOPE OF SERVICES AND INSTRUCTIONS FOR DEBRIS MANAGEMENT AND REMOVAL

Town of Fort Myers Beach, Florida

Purpose

The Town of Fort Myers Beach, hereinafter called "Owner" or "Town", is preparing for future disasters by entering into a non-exclusive, pre-event contract for **Debris Management and Removal Services**. The Town will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Scope

This RFP is for Emergency Debris Clearance (Push), Debris Removal, Temporary Debris Staging and Reduction (TDSR) Site Management, and Tree and Limb Removal. All work shall follow the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Florida Department of Environmental Protection (FDEP) requirements to maintain a safe working environment. The Town has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.

The term of the proposed Contract(s) will be award date through September 30 2025 excluding option year renewals. Unless written notice is given by either party to this contract 90 days prior to the end of a contract period, the contract will automatically renew for an additional period of 12 months, effective October 1st of each option year. Optional renewals will not exceed four 12-month periods.

Because of the type of work involved and the unknown scope of potential work, the Town retains the right to award contracts to multiple contractors. If more than one contract is awarded the Town will award a contract to a single Primary Contractor and any subsequent contract(s) shall be considered to be Secondary Contractor(s). The Primary Contractor will be the Town's first choice for initial notification and will be responsible for all debris operations listed within this RFP. Secondary Contractors may be notified to supplement the operations of the Primary Contractor if work requirements and the Primary Contractor's resources dictate. Any decision to activate Secondary Contractors shall be solely at the discretion of the Town and shall not relieve the Primary Contractor of its duties under the contract.

The Contractor will be required to annually update its pre-event planning and provide such training activities with the Town as deemed necessary by the Contractor. This planning and training shall include, at a minimum, preliminary TDSR site selections, review and update of debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the Town.

Proposals should outline the ability to comply with the current FEMA guidelines and regulations related to disaster generated debris. All work will be in general conformity with the guidelines provided in FEMA Manual 325, Debris Management Guide.

Instructions to Proposers

1. WITHDRAWAL OF PROPOSAL The Proposal may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such written request must be delivered to the place specified in the Request for Proposals/Advertisement for the receipt of Proposals prior to the scheduled closing time for receipt of Proposals. Modifications will not be accepted or acknowledged.
2. OPENING Proposals will be publicly opened on Friday, November 4, 2022 at approximately 2:15 PM Local Time. Delivery of a package to any Town location other than that indicated in this RFP does not constitute official receipt by the Town. Any package delivered after the advertised deadline will not be considered.
3. SELECTION CRITERIA The evaluation process is designed to award a contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the Town to be the most responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. "Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP and who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

The Town will establish an evaluation committee (Evaluation Committee) to be composed of three (3) or more Town employees or selected, qualified individuals.

Proposals will be ranked using the following evaluation criteria:

	<u>Points</u>
a) Qualifications and experience	30
b) Technical plan	20
c) Financial Capability	10
d) Past performance with other governmental entities or the Town	10
e) Price	<u>30</u>
Total Possible Points	100

The Evaluation Committee will conduct a technical evaluation of the qualifying proposals. This evaluation will be made solely on the basis of the proposal submitted.

Following completion of the technical evaluation, the Evaluation Committee will evaluate the pricing of each proposal and conduct a final ranking. The cost portion of proposals will be evaluated by using the unit costs provided by each Proposer and multiplying by historical/estimated quantities developed by the Town. The resulting relative "total" costs will then be compared to rank the proposals for this criterion. The final ranking and recommendation for award will be submitted to the Town Manager.

The Town reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the proposals.

The Town Manager or his designee shall determine if the proposals meet the minimum qualifications of this RFP. The Town Manager or his designee has the sole right to determine if any deviation from the requirements of this RFP is substantial in nature, and may reject unacceptable proposals. The Town may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow a Respondent to correct minor irregularities, and may negotiate with responsible Respondents in any manner deemed necessary to serve the best interests of the Town.

The Evaluation Committee may, in its discretion, require oral presentations. Oral presentations, if conducted, shall be considered to be part of the technical proposal.

The Town reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the Town. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the Town.

The Town will issue a Notice of Intent to Award identifying the best-evaluated response. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

Notwithstanding the foregoing, the Town may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in the Town's best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

4. TIPPING FEES Tipping fees will be paid by the Contractor and reimbursed by the Town at actual cost after the Contractor provides verified and documented weight tickets from the Lee County Solid Waste facility or an approved landfill. Other than for white metal debris, tipping fees should not be included in your cost proposal.
5. MOBILIZATION AND DE-MOBILIZATION COSTS Separate mobilization and de-mobilization costs are not requested for any of the work elements. If the Proposer believes those costs to be significant, they should be included and spread across the unit price bid items as deemed appropriate by the Proposer.
6. PAYMENT AND PERFORMANCE BOND The Town does not require a payment and performance bond with the submission of Proposals. However, such bond will be required before the successful Proposer begins any work authorized under this contract.
7. TAXES The bidder's attention is directed to the fact that all materials and supplies necessary for the completion of this contract are subject to the Florida sales and use tax. The amount of all taxes shall be included by the proposer in the proposal prices and/or any adjustments of the contract price arising from changes in the work.

8. CONTRACT PRICES Contract prices for equipment and/or services will remain firm through Thursday, February 2, 2023. Thereafter, for the option years, contractors may request price adjustments. Such requests must be received by the Town in writing at least 90 days prior to the renewal date. If the contractor fails to request a price adjustment, the prices contained in the original proposal will be used for that option year of the contract. No retroactive contract price adjustments will be allowed.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, Urban South Region, Size Class D, not seasonally adjusted. The price adjustment rate will be determined by comparing the percentage difference between the annual CPI for calendar year 2016 (i.e., 234.562) and the latest annual CPI for each contract year thereafter. The percentage change between those two CPI averages will be the price adjustment rate. Note: CPI reports are available online at:

<http://data.bls.gov/labjava/outside.jsp?survey=cw>

The contractor's request for price adjustment shall show the calculations for the adjustment rate and furnish a new set of rate schedules reflecting the application of that percentage to all line items contained in this contract.

9. AWARD The respondent understands that this RFP does not constitute an agreement or contract with the Town. The official contract or agreement is not binding until the proposal is reviewed and accepted by the Town Council and a contract is executed by all parties. If proposals are found to be acceptable by the Town, a contract will be awarded to the responsible Contractor(s) whose evaluated proposal(s) is determined to be in the best interest of the Town. The Town will provide written notice of acceptance of the proposal and award of contract to the successful Proposer(s).
10. EXECUTION OF CONTRACT The Contract between Proposer and Town shall be in the form of the "Service Provider Agreement" included herewith. The successful Proposer shall assist and cooperate with the Town in executing the Contract, and within ten (10) calendar days following its presentation shall execute same and return it to the Town along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.
11. AVAILABILITY OF FUNDS The obligation of the Town to enter into the Contract with the accepted Proposer is subject to the availability of funds lawfully appropriated for the services by the Town of Fort Myers Beach Town Council.

12. **PROPOSAL FORMAT** In order to be considered responsive, all Proposals must be made in accordance with these Instructions to Proposers. This RFP contains a detailed set of specifications for each category of work. Proposals should provide a detailed outline of how work will be accomplished. Proposals shall respond to the technical requirements contained in **Attachment 2 – TECHNICAL REQUIREMENTS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES** and shall be indexed in the following manner and include the following information:

A Transmittal Letter not exceeding two pages in length will summarize the proposer's understanding of the scope of work and make a positive commitment to timely perform the work and all services within budgetary requirements. Only an agent authorized to contractually bind the firm may sign the Letter of Transmittal.

The letter must indicate the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to the firm's offer to provide services addressed in the response to the Town's Request for Proposals. The **Proposal Form** shown at the end of these Instructions to Proposers shall be completed and included as an attachment to the Transmittal Letter.

Tab 1: Company Profile

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. State the number of years your business organization has been doing business in Florida. Has the proposer or any principals of the company failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, been declared to be in default of a contract, or had appraisals rejected by a client in the last five (5) years? If so, state where, when and why? This tab should also address the company's financial resources to complete this contract successfully. This can be in the form of a letter from a bank confirming the Proposer's financial capability to finance a multi-million dollar volume of work for a minimum of 45 days or a certification from a bonding company showing the proposer's capacity for providing a payment and performance bond for a project of this scope. Provide a list of all existing disaster related pre-event contracts the company currently has under contract, with the starting and projected end dates.

Tab 2: Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the Town upon which the proposed plan is contingent.

Describe all quality control implementation procedures, sub-contractor supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets, and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control projects.

Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the Town Project Manager and Town staff. Provide information on any disposal diversion plans utilized previously or proposed as part of this plan. Attach copies or samples of tracking reports and reimbursement requests.

Submit an organizational chart outlining operational structure, including personnel to be assigned to the Town, segregating the respondent's staff and resources from that of anticipated subcontractors. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. Note: the firm may not make changes in the key personnel working on this Contract without written concurrence of the Town.

Outline any anticipated local subcontractor participation in the contractor's plan. All proposed sub-contractors shall be identified, and the working relationship between the respondent and the sub-contractor shall be explained. Sub-contractors shall also provide key personnel resumes.

Provide a management plan for each category of work describing what actions will be taken for a disaster generating debris. The plan should include items such as:

- Procedures the Contractor will implement to mobilize immediately before and after an approaching storm,
- The type and numbers of equipment and manpower the Contractor will have on-site to assist with road clearing within twenty-four (24) hours,
- The type and numbers of equipment and manpower that will be available within seventy-two (72) hours to begin collection of debris,
- Locations of TDSR sites if the contractor is proposing a contractor- furnished site.
- Minimum size, type and numbers of hauling equipment,
- The methodology for scheduling and routing the removal of debris,
- Distinguish between company versus subcontractor provided equipment and manpower.

Tab 3: Experience/Knowledge of FEMA Regulations and Procedures

Detail practical experience in all aspects of debris management. Describe, in detail, the firm's experience with and knowledge of FEMA regulations and procedures, to include but not be limited to, methods to meet compliance with all required reporting and tracking overall project progress in compliance with FEMA program guidelines.

Tab 4: References/Past Experience

Firms shall provide a description of the experience of the firm with projects of a similar nature for at least the past five (5) years. The title and a brief description of each project shall include:

- Location and date of disaster
- Type of disaster
- Client (contact person, address, telephone number)
- Nature of work involved, including types and volumes of debris removed and/or processed
- Year completed
- Total Value of the contract
- Indicate whether you were acting as the Prime Contractor or as a Sub- Contractor

Tab 5: Insurance

Provide a statement agreeing to obtain (prior to award) all insurance coverages as detailed in Section V of this RFP. The Town must be named as an additional insured for all General Liability prior to entering into a contract.

Tab 6: Non-Collusion/Conflict of Interest Disclosure Statements

Include the following Statement of Non-Collusion:

"The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Include a disclosure statement advising the Town of any potential conflict of interest, real or implied, that the respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 7: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8: Acknowledgements/Statements

- a) Receipt of Addenda, if applicable.
- b) Familiarity with provisions of the Public Records Law, Chapter 119, Florida Statutes.
- c) Provide a letter of certificate of insurance stating the proposer's capability to provide insurance in accordance with the requirements stated previously.
- d) Statement on Public Entity Crimes (see attached forms)

e) Conflict/Non-Conflict of Interest & Litigation Statements (see attached forms)

Each respondent should ensure that they have received all addenda to this RFP before submitting their proposal. Respondents may check for any addenda via the Town's website: www.fmbgov.com or www.Demandstar.com.com. All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package. Failure to acknowledge addenda will result in the proposal being determined to be non-responsive.

Price Information

Provide price information on the forms included in Attachment 2 of this RFP. These unit prices shall include any direct costs, such as labor, equipment, and materials, as well as indirect costs such as telephone, reproduction, printing and shipping, travel and per diem, etc. As an additional attachment, the proposer may provide a revenue sharing proposal concerning the possible sale of collected materials.

Pricing information must be submitted separately, in a clearly marked, sealed envelope.

Your interest in the Town of Fort Myers Beach is appreciated and we look forward to receiving a proposal from your firm.

END OF INSTRUCTIONS TO PROPOSERS

Statement on Public Entity Crimes

In accordance with Florida Statute 287.133, the following information is provided:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six

(36) months from the date of being placed on the convicted vendor list.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

PROPOSAL FORM

PROPOSER'S NAME _____

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

1. The undersigned, having carefully and to our full satisfaction examined the RFP Documents for: **DEBRIS MANAGEMENT AND REMOVAL SERVICES** hereby proposes to furnish same in accordance requirements set forth in that RFP and the attached proposal submitted in response to that RFP.

2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization, that this Proposal is made in good faith and has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Proposer.

Submitted by:

Company Name (Print) Phone

Company Address (Print)

City, State, Zip Code (Print)

By: _____
Name and Title (Print)

CONTRACTOR'S License Number

(Corporate Seal)

Federal Tax I.D. Number

Phone/Fax Number (include area code)

ATTACHMENT 2

TECHNICAL REQUIREMENTS FOR DEBRIS MANAGEMENT AND REMOVAL

Fort Myers Beach, Florida

Article 1. EMERGENCY DEBRIS CLEARANCE (PUSH)

Section I.1 GENERAL

- (a) Emergency Debris Clearance (Push) shall include the clearing of disaster related debris from roads and governmental complexes throughout the Town.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to clear disaster-generated debris.

Section I.2 MOBILIZATION

- (a) At the request of the Town, the Contractor is to immediately mobilize personnel and equipment for this task and shall be fully mobilized and prepared to work in Fort Myers Beach immediately following the disaster. Work within Fort Myers Beach will be prioritized by the Town. Upon receipt of a task order, the contractor will execute the entire scope within three (3) calendar days following the day of the disaster.

Section I.3 WORK SCHEDULE

- (a) The Contractor is to provide a schedule 48 hours in advance of the day of a forecasted disaster. This plan should include a plan for subcontracting activities, number and types of equipment and personnel and a safety plan.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of the Contractor and sub- contractors, number of trucks and equipment in use, and number of personnel working. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily statistic totals for each equipment type shall be reported separately.
- (c) The Contractor will be required to work a minimum of a twelve (12) hours per day for three (3) consecutive days or until the Town releases the Contractor during the emergency clearance phase. The Town reserves the right to extend or reduce the hours and days of operation during the contract period. The Contractor may work more than twelve (12) hours per day if desired. The Contractor shall coordinate with the Town to establish the work hours and develop schedules.

Section I.4 PERFORMANCE SCHEDULE

- (a) Upon request of the Town, the Contractor shall commence performance within 24 hours after a disaster.
- (b) The Contractor shall, with the Town's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a daily projection. The plan will be updated every day of operation.
- (c) Maximum allowable time for completion will be three (3) calendar days, unless the Town initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established by the contract.

Section I.5 SCOPE

- (a) During the 48 hour planning stage the Town will determine what resources will be required for the Emergency Debris Clearance. The Contractor shall provide specified equipment, with operators, and laborers for debris clearance. The contractor shall provide, at a minimum, all labor, equipment, tools and materials necessary to fully operate and maintain (including fuel, oil, grease and repairs) the following:
 - 1) Four (4) Dump Trucks, 16-20 yd³ capacity, with Operator
 - 2) Four (4) Front-end Loaders, 3-5 yd³ capacity, with Operator
 - 3) Four (4) Two (2) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip., etc.)
 - 4) Four (4) Pickup Trucks, ½-1 Ton, with crew foreman, and cellular phones.
- (b) The Contractor shall provide the crews for a maximum of 70 hours.
- (c) All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. These hourly rates only apply when equipment is operating. The Town does not guarantee a minimum number of hours under this work element and reserves the right to terminate this portion of the contract at its convenience.
- (d) All hourly manpower rates shall include the cost of protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs.
- (e) The work shall consist of clearing and removing any and all "eligible" debris as directed by the Town. The work will include clearing (push) debris from roads and may include loading the debris, hauling the debris to an approved dump site, and dumping the debris at the dump site. Ineligible debris will not be loaded, hauled, or dumped under this contract. This work will involve primarily clearing the debris from roads.

- (f) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with the Town for the duration of the work.
- (g) The Contractor shall not move from one designated work area to another designated work area without prior approval from the Town.
- (h) 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.
- (i) When clearing debris from roads all debris shall be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.
- (j) The Contractor shall sort the debris into piles based on the descriptions found in the Section V.15 of this RFP. Mixing of debris types shall be avoided.

Section I.6 DOCUMENTATION

- (a) The Contractor shall provide the Town with a daily documentation report listing all equipment and crews used for debris clearance (refer to Figure 6). The report shall list the location and number of hours worked for each piece of equipment and crew. Each piece of equipment and crew shall have a unique identification number.

Section I.7 PAYMENT

- (a) Payment for work completed will be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes of a work hour will be considered unacceptable work and the number of work hours will be reduced to exclude the down time (the minimum reduction shall be one-half hour).
- (b) Payment for the clearing of debris including all costs associated with removing, cutting, loading, hauling and dumping debris will be paid for under the hourly contract fee schedule.
- (c) There will be no payment for mobilization and demobilization.
- (d) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.

- (e) A 10% retainage will be withheld until the end of the project, including ticket reconciliation. It is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the Town a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. This requirement shall also apply to payments made under Sections 2.07, 3.12, and 4.12.

- (f) All invoices must be submitted with a detailed tabular report listing all individual load tickets and hours work for each piece of equipment and crew. The report must meet the Town's requirements for invoicing and be approved prior to the invoicing process.

Article II. DEBRIS REMOVAL (LOAD AND HAUL)

Section II.1 GENERAL

- (a) Debris Removal shall include the loading and hauling of eligible disaster-generated debris to an approved Temporary Debris Staging and Reduction (TDSR) site. The Contractor shall provide all labor, equipment, machines, and tools necessary to perform debris removal. At a minimum, the debris shall be sorted at the load site into one of the following categories: vegetative, construction and demolition (C&D), white metal (appliances), and/or hazardous waste.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to sort, load, and haul disaster-generated debris.

Section II.2 MOBILIZATION

- (a) Upon request of the Town, the Contractor shall mobilize management staff to Fort Myers Beach within two (2) days following the day of the disaster.
- (b) Upon request of the Town, the Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within three (3) days following the day of the disaster. Debris removal work within the Town of Fort Myers Beach will be prioritized by the Town.

Section II.3 WORK SCHEDULE

- (a) The Contractor is to provide an interim schedule within 2 days and a final plan within 5 days following the day of the disaster. This plan should include a plan for subcontracting activities, number of hauling units and personnel, and a safety action plan for all operations.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of the Contractor, number of trucks in use, number of loading equipment, and number of personnel working. The report shall include daily and cumulative to date statistics on the number of truckloads, the number of cubic yards of debris hauled, the locations of completed work and the locations of current work. The cumulative and daily statistic totals for each debris type shall be reported separately.
- (c) The Contractor will be required to work, at minimum, a ten (10) hour day seven (7) days a week during the first pass removal phase. The Contractor will be required to work, at minimum, a ten (10) hour day, six (6) days a week during the remaining debris removal passes; the Town reserves the right to extend or reduce the hours and days of operation during the contract period. The workday shall be conducted during daylight hours. The Contractor may work more than ten (10) hours per day if desired. The Contractor shall coordinate with the Town and its representatives and TDSR site contractors to establish the work hours and to develop schedules.

Section II.4 PERFORMANCE SCHEDULE

- (a) Upon request of the Town, the Contractor shall commence performance on this task within 72 hours after the disaster.
- (b) The Contractor shall, with the Town's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2, 7, & 14-day projection. The plan shall be updated every two days.
- (c) Generally, in the case of a hurricane, the first certified pass of all Town rights-of-way will be completed within thirty (30) days and the maximum allowable time for completion of the entire project shall not exceed 90 calendar days to complete a minimum of three passes. The Town may alter this schedule based on the amount of debris generated by the specific disaster as well as directive from FEMA. Changes in, completion time will be, equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established by the contract.

Section II.5 SCOPE

- (a) Work within the Town will be prioritized by the Town. The Contractor shall be prepared to respond within the framework of the established schedule to priorities as they are established by the Town.
- (b) Many Government agencies will be working in the area; however, the Town Debris Manager will coordinate and direct the operations to remove the Town's debris.
- (c) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with the Town for the duration of the work.
- (d) The Contractor shall provide the Town with an updated list of all subcontractors including phone numbers of contact personnel.
- (e) Prior to the Town assigning work, the Contractor shall provide the Town with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (f) The Contractor shall provide weekly public notices of the debris removal schedule. The Contractor shall advertise these notices in the Sunday additions of the local major newspaper and shall be of sufficient size to be easily seen by readers. The Contractor shall also advertise these notices on two (2) local major radio stations, which have markets in Fort Myers Beach. The radio announcements shall be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. All public notices must be approved by the Town prior to release. The notices shall contain a description of the work, how debris should be placed on the right of way, what is eligible debris, and the schedule for removal.

- (g) The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired within 8 hours or replaced with similar equipment within 1 day.
- (h) The work shall consist of removing any and all "eligible" debris, primarily from the public Right-Of-Way (ROW) of streets and roads, as directed by the Town. Work will include 1) examining debris to determine whether or not the debris is eligible vegetative, construction and demolition, or other debris as defined Section V.15 of this RFP, 2) loading the debris, 3) hauling the debris to an approved dump site or landfill, and 4) dumping the debris at the dump site or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum.
- (i) Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by the Town. The Town may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time or by others. The Contractor shall make as many passes through the designated area as required by the Town. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut by the Contractor, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of the town.
- (j) The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris on paved surfaces. The Contractor shall not use equipment authorized for debris removal under this contract for private work for the duration of an event for which the contractor is working for the Town under this contract. Also, the Contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this contract.
- (k) All debris shall be mechanically loaded and reasonably compacted. "Hand loading" is not permitted under this contract without the approval of the Town.
- (l) The Contractor will be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, infrastructure, vegetation, etc. on or adjacent to the area of work. The Contractor shall repair or replace with like materials all damaged mailboxes on the same day, which the damage occurred. The Contractor shall contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and time line for completion shall be discussed. The Contractor shall provide the Town with a weekly report outlining the status of all damage concerns.

- (m) Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from the Town prior to loading. Ineligible debris shall be left in place, except those items directed by the Town.
- (n) All stump remnants less than 73 inches, which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by the Town.
- (o) At the request of the Town, the Contractor shall remove hazardous stumps that are in the ground. The Contractor shall provide all labor, equipment and materials to remove and dispose of the assigned stumps. This line item will only be used when it is necessary to grub or dig the stump from the ground. The Contractor will be required to trim all roots flush with the ground, fill all stump holes and re- sod the area if necessary after removal. In restored turf areas, sod will match the sod surrounding the restored area. Areas without turf may be seeded with Bahia grass in lieu of re-sodding. The Contractor shall provide a lump sum stump price to remove, load, haul, restore the site, and final disposal based on size; 24" to 48", 49" to 72", and 73" and greater.
- (p) The Contractor shall ensure all assigned/eligible debris is removed from the Load Site before moving to other Load Sites. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from the pavement.
- (q) The Contractor shall not move from one designated work area to another work area prior to receiving authorization from the Town.
- (r) The Contractor shall provide sufficient field supervision for all assigned activities. The contractor shall provide a minimum of four (4) field supervisors at all times. For each additional 200,000 CY of estimated disaster-related debris an additional four (4) field supervisors shall be supplied.
- (s) The Contractor shall provide at least one multilingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris. The contractor must have a means to communicate with all contract employees.
- (t) The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement.

- (u) After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated TDSR/dump sites. This shall include tarps and other mechanical means to ensure no loss of debris. All equipment that is hauling debris to the TDSR sites shall be capable of self-dumping or removing its load without assistance from other equipment.
- (v) Any material classified as hazardous or toxic waste shall be reported immediately to the Town.
- (w) The Contractor shall remove White Metal Debris by hauling it separately from other debris types. Under this task, the Contractor shall remove, decontaminate, transport, and recycle (or dispose, at the Contractor's discretion) all lawnmowers, equipment with small engines, and appliances (refrigerators, freezers, HVAC units, washing machines, dryers, etc.) from public property and right-of-ways. All items shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White Metal Debris may be transported to the TDSR before decontamination as long as fluids and Freon are not released during the removal, hauling, or recycling. The Contractor shall be responsible for any disposal costs. The Contractor shall take precautions to prevent damage to items containing Freon and various oils and fluids to prevent release of gases and fluids into the environment.
- (x) Inoperable automobiles, trucks, trailers, boats and boat trailers that obstruct or impede debris removal shall be removed by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to item. Items shall be stored as directed by the Town. The Contractor is to notify the Town and receive approval prior to removal of any personal property.
- (y) Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications material are not eligible debris and shall be reported to the Town.
- (z) The Contractor is to notify the Town of any situation which poses a health or safety risk to workers on site.

Section II.6 MEASUREMENT

- (a) Measurement for debris removed will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by the Town. Load measurements will be documented on Load Tickets.
- (b) Haul miles will be based on radii from the assigned TDSR site to load zone. If the radius line crosses a portion of a zone the entire zone will be assigned the shortest distance to the TDSR site. The mileage measurements will not be based on actual driving distances.

- (c) Measurement for payment of eligible stumps removed shall be based on diameter of base cut (measured 24 inches up from where the tree originally exited the ground) and will be paid per stump in accordance with the contractor's cost proposal.
- (d) Tree stumps with base cut diameter measurements less than 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and removed with the same methods used for other vegetative debris.
- (e) Tree stump remnants measuring up to 72 inches that are not attached to the ground by roots will be considered normal vegetative debris and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table.
- (f) Measurement for payment of tree stump remnants removed with 73 inch and larger diameters base cuts (measured 24 inches up from where the tree originally exited the ground) that are not attached to the ground by roots shall be per stump.
- (g) The Town will measure and certify all reimbursable stumps prior to removal.
- (h) For white goods, payment for collection and hauling to the TDSR will be based on each appliance unit. Payment for decontamination and recycling and/or disposal will be paid for by the ton based on weight tickets provided by the Contractor from the final disposal or recycling center sites.

Section II.7 PAYMENT

- (a) Payment for the removal of vegetative debris to include all costs associated with loading, hauling and dumping will be paid for under the contract bid item for Vegetative Debris. This shall include all stump remnants 72 inches and smaller that do not require grubbing from the ground.
- (b) Payment for the removal of construction and demolition debris, to include all costs associated with loading, hauling and dumping, will be paid for under the contract bid item for Construction and Demolition Debris. Payment for the removal of white metal debris, to include all costs associated with loading, hauling, and dumping, will be paid for under the contract bid item for White Metal Debris.
- (c) Payment for the removal of stumps (stumps that require grubbing and backfilling) 25 inches and larger, to include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal will be paid for under the contract bid item for the appropriate size category for Stump Grubbing and Removal.
- (d) Stumps removed prior to the Town's certification will be paid as normal vegetative debris.
- (e) There will be no payment for mobilization and demobilization.
- (f) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.

- (g) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (h) All invoices must be submitted with a detailed tabular report listing all individual load tickets. The report must meet the Town's requirements for invoicing and be approved prior to the invoicing process.

Article III. TEMPORARY DEBRIS STAGING AND REDUCTION SITE MANAGEMENT FOR DEBRIS REDUCTION

Section III.1 GENERAL

- (a) The Contractor shall manage and operate the Temporary Debris Staging and Reduction (TDSR) sites located at various locations within the Town of Fort Myers Beach.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to accept, process, reduce, incinerate, sort and dispose of disaster related debris. The debris to be processed will consist primarily of vegetative debris, with variable amounts of construction and demolition debris, white metal debris, and hazardous debris included that will require sorting. The construction and demolition (C&D) debris will require additional sorting and processing. Debris accepted at the TDSR sites will require segregation into various categories. Final haul out of processed disaster-related debris may be required.
- (c) Reduction of vegetative debris shall be through air-curtain incineration or chipping/grinding, as directed by the Town.

Section III.2 MOBILIZATION

- (a) Upon request of the Town, the Contractor shall mobilize management staff to Fort Myers Beach within two (2) days following the day of the disaster.
- (b) Upon request of the Town, the Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris reduction operations within 7 days following the day of the disaster. Temporary Debris Staging and Reduction Site Management Work within Fort Myers Beach will be prioritized by the Town. Upon receipt of a task order, the contractor will execute entire scope within (30) calendar days of the final haul-in of disaster-related debris.

Section III.3 WORK SCHEDULE

- (a) The Contractor is to provide an interim schedule within 48 hours and final plan within 5 days following the day of the disaster. This plan should include a plan for subcontracting activities and a safety action plan for all operations.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include, at a minimum, the following: name of the Contractor, contract number, number of processing equipment, and personnel working. The report should include daily and cumulative reduction rate estimates to date. The cumulative and daily statistic totals for each debris type shall be reported separately.
- (c) At a minimum the Contractor will be required to match the schedule and hours of operation used by the debris removal contractor/crews. Refer to Section 1.3(c).

- (d) The Contractor may be required to work up to twenty-four (24) days seven (7) days a week to meet the debris reduction and processing production requirements.
- (e) The Contractor shall coordinate with the Town and its representatives and debris removal contractors to establish the work hours and to develop schedules.

Section III.4 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance operations at the TDSR within three (3) Days after first load of debris is accepted into the TDSR for processing.
- (b) The Contractor is required to establish a minimum rate of processing to ensure the smooth flow of debris into and out of the staging and reduction site.
- (c) All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the Town that the last load of debris has been delivered, unless the Town initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties, pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established above.

Section III.5 SCOPE

- (a) The Contractor will establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The Contractor shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the Town.
- (b) The Contractor shall be responsible for establishing site layout.
- (c) The Contractor will be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned TDSR site.
- (d) The Contractor shall provide the Town with an updated list of all subcontractors including phone numbers of contact personnel.
- (e) Prior to the Town assigning work, the Contractor shall provide the Town with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (f) The Contractor will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures.
- (g) The Contractor shall manage the site to accept debris collected under other contracts if authorized by the Town. The Contractor shall direct traffic entering and leaving the site and shall direct dumping operations at the site.

- (h) The Contractor shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into 1) burnable/grindable vegetative debris, 2) non-burnable/non-grindable mixed debris, 3) hazardous and toxic waste, 4) construction and demolition (C&D) debris, 5) white metal, and 6) ash residue, at a minimum. Further segregation of C&D debris, such as recyclable material or durable goods may be necessary.
- (i) The Contractor shall take precautions while handling Hazardous Waste and White Metal Debris to prevent release of gases and fluids such as Freon, various oils and fluids into the environment.
- (j) Upon completion of the debris reduction process, the Contractor will clear the site of all debris and restore the site to the satisfaction of the Town.
- (k) At the request of the Town the Contractor shall provide qualified and certified Freon Recovery and hazardous waste crews to process debris.
- (l) 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.
- (m) The Contractor will be responsible for repairing all damages as a result of negligence. The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. The Contractor shall repair all damage to existing grade, road shoulders, trees, shrubs, grassed, and etc. areas caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.
- (n) The Contractor shall process (grind or burn) all stumps and large logs that have been hauled to the TDSR site. The price for processing the stumps and logs will be included in the overall price for processing vegetative debris.
- (o) The Contractor shall ensure all debris is processed and hauled from the TDSR sites before moving to other sites without the approval from the Town.
- (p) The Contractor shall provide sufficient site supervision of all assigned activities. The contractor shall provide at least one (1) supervisor at every TDSR site.
- (q) The Contractor shall provide at least one bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed to perform work under this contract. The contractor must have a means to communicate with all workers and haulers.
- (r) The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement.

Section III.6 SITE PLAN AND MANAGEMENT

Unless otherwise directed, the Town will provide a site suitable for TDSR site operations. If the Town directs the Contractor to establish a TDSR site on private property, the cost for this requirement will be negotiated separate from this cost proposal. Any TDSR siting must take into account the presence of wetlands and/or endangered and threatened species. Private land agreements will not be made without prior approval from the City.

If a Contractor-provided site is used:

- (a) The Contractor shall provide a site operations plan for review and approval by the Town prior to beginning work. At a minimum, the plan shall address the following:
 - 1) Access to site
 - 2) Site management, to include point-of-contact, organizational chart, etc.
 - 3) Traffic control procedures
 - 4) Site security
 - 5) Site safety
 - 6) Site layout/segregation plan
 - 7) Hazardous Waste materials plan
 - 8) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
- (b) The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation will include clearing, erosion control, grading, construction and maintenance of haul roads and entrances. The Contractor shall provide utility clearances and sanitation facilities. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations at no additional cost to the Town.
- (c) The Contractor shall be responsible for installing site security measures and maintaining security at the site.

For either a Town or a Contractor-provided site:

- (a) The Contractor shall manage the site to minimize the risk of fire.
- (b) The Contractor shall provide a minimum of one (1) spotter at each debris type dumping/staging location within the TDSR sites to ensure the debris is staged in the proper location. The Contractor shall remove all contaminants and hazardous waste from debris dumped at this TDSR/dump sites and store it in the appropriate locations. The Contractor shall be responsible for the storage, removal, and containment of ash from all burning operations. The containment area will be "wetted down" periodically under this contract to prevent particles from becoming airborne.
- (c) Only equipment used for the purpose of managing and processing the debris may stay overnight in the TDRS sites without the approval of the Town.
- (d) The contractor shall construct at least one inspection tower at each TDSR/dump site.

The Town may require additional inspection towers to improve traffic flow through the TDSR sites, at no additional cost to the Town. At a minimum the tower(s) shall be constructed as such; the tower shall be constructed using pressure treated wood, the floor elevation of the tower shall be 10 foot above the existing ground elevation, the floor area shall be 8' by 8', constructed of 2"x 8" joists, 16" O.C. with ¾" plywood supported by four 6" x 6" posts, the perimeter of the floor area shall be protected by a 42 inch high wall constructed of 2" x 4" studs and ½" inch plywood, the floor area shall be covered with a corrugated tin roof or approved equivalent, the roof shall provide a minimum of 6'-6" of headroom below the support beams, and the access to the tower shall be wooden steps with a handrail. In lieu of constructing a wooden tower, with the approval of the Town, the contractor may use commercially available scaffolding or other similar structures that essentially meet the requirements listed above. In all cases, the contractor shall be responsible for securely bracing the structure to prevent swaying or tipping.

- (e) The Contractor shall be responsible for the closure of the debris site within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), grading the site; provide environmental remediation and restoring the site to pre-work conditions. The site will be restored in accordance with all State and Local requirements. The Contractor shall receive approval from the Town as to the final acceptance of a site closure. Final payment shall be released to the Contractor after acceptance by the Town.

Section III.7 DEBRIS REDUCTION

During the initial planning stage following a disaster, the Town will make a determination as to the type of reduction method that will be used for vegetative debris at each TDSR site.

The following four (4) methods may be selected for the reduction of vegetative debris:

- (a) Below-Grade Air-Curtain Pit Burning
- (b) Above-Grade Air-Curtain Pit Burning
- (c) Portable Air-Curtain Pit Burning
- (d) Chipping/Grinding

Section III.8 AIR-CURTAIN PIT BURNING

One of the following two methods of burning can be used based on the water table. The selected method must be approved by the Town.

- (a) ABOVE-GRADE PIT; HIGH WATER TABLE - The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower.
- (b) BELOW-GRADE PIT; LOW WATER TABLE - The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to

properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower.

For either of the two options above the composition and operation of the air-curtain pit incinerator(s) shall conform to the drawings in Figures 1 and 2 of this scope of work or to the latest revision of Rule 5I-2 of the Florida Department of Agriculture and Consumer Services, whichever is strictest.

- 1) Minimum required air velocity measured at the nozzle is 8,800 ft/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a 20 ft long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm. This example is intended for explanation purposes only and does not imply a recommended pit length for actual operations.)
- 2) The pit should be a maximum of 8 feet wide and should be from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
- 3) The pits must be constructed out of a highly compactable material that will hold its shape and support the weight of the loading equipment. There shall be an impervious layer of clay, coquina rock or limestone on the bottom of the pit to provide a barrier for ground water protection. This layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
- 4) There is to be a minimum distance of 100 feet between the burn area and the nearest debris piles. There is to be a minimum distance of 1000 feet between the burn area and the nearest habitable building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the burn site. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
- 5) The burn pits must be made of clay, coquina rock, limestone or other highly compactable material and be capable of supporting the wheel weight of the loading equipment. There should be an impervious layer of clay, coquina rock or limestone on the bottom of the pit to attempt to seal the ash from the aquifer. This impervious layer should be at least one foot thick and should be repaired or replaced if scraped by bulldozers, excavators, or other equipment.
- 6) The ends of the pits must be sealed with dirt, ash or other material to a minimum height of four feet.
- 7) A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six inches from the edge of the pit.
- 8) There should be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
- 9) No hazardous or contained-ignitable material is to be dumped into the pit.

- 10) The airflow should hit the wall of the pit at about two feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
- 11) The length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
- 12) The contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
- 13) Emissions must meet state and federal standards for burning operations.
- 14) The Contractor shall be responsible for dust control while handling ash materials.
- 15) The Contractor shall apply for and obtain all federal, state and local permits for burning.

SECTION III.9 PORTABLE AIR CURTAIN INCINERATORS

- (a) Portable incinerators use the same principles as air-curtain pit systems. The primary difference being portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to compliment the blower systems.
- (b) The same restrictions shown in Section 3.08 above apply to the use of portable air curtain incinerators.

Section III.10 CHIPPING AND GRINDING

- (a) The average chip size produced will be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter.
- (b) Contaminants will not be permitted for the chips or mulch to be acceptable. Plastics, metals, pressure treated lumber, and other non-vegetative debris should be eliminated completely. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. The more contaminants, the more numerous the laborers. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- (c) Chips/mulch should be stored in piles no higher than 12 feet and meet all State and Local laws.

Section III.11 MEASUREMENTS

- (a) Measurement for the management and processing of all in-coming debris will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by the Town. Load measurements will be documented on Load Tickets, and daily log sheets.
- (b) Measurement for final haul out of all processed debris and residue will be by the ton if certified scales are available at the disposal site or by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by the Town. Load measurements will be documented on Load Tickets and daily log sheets.
- (c) All efforts required in mobilization, site set-up, site maintenance, site close-out, remediation and demobilization shall be considered as a total job and included in the unit cost for managing TDSR sites.

Section III.12 PAYMENT

- (a) Payment for all debris sorted, segregated, processed, and reduced will be made at the unit price per cubic yard.
- (b) Payment for managing and operating the debris sites; furnishing material, labor, tools and equipment necessary to sort, process, reduce, and load debris; and providing for traffic control, dust control, erosion control, inspection tower, lighting, ash containment, fire protection, permits, toilet facilities, site road management and safety measures; are all incorporated in the bidder's unit price for managing debris.
- (c) Haul miles will be based on the shortest route from the TDSR site to disposal location.
- (d) Payment for hauling processed debris from the TDSR site(s) to the final disposal site will be by the Ton or Cubic Yard as determined by the Town.
- (e) There will be no payment for mobilization and demobilization.
- (f) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (g) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (h) All invoices must be submitted with a detailed tabular report listing all individual load tickets. The report must meet the Town's requirements for invoicing and be approved prior to the invoicing process.
- (i) Payment for site preparation and site closure will be included in the unit cost for processing debris.

Article IV. TREE AND LIMB REMOVAL

Section IV.9 GENERAL

- (a) Tree and Limb Removal work shall include the removal and disposal of hazardous leaning trees and hanging limbs in public right of ways and/or on private property at the direction of the Town.
- (b) The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
- (c) All work will be paid for in unit cost as defined.

Section IV.10 MOBILIZATION

- (a) Upon request of the Town, the Contractor shall mobilize personnel and equipment within three (3) business days of receiving a notice to proceed on this task.
- (b) The Contractor and the Town shall jointly agree upon the number of days for this work prior to issuance of the task order.

Section IV.11 WORK SCHEDULE

- (a) The Contractor shall provide a schedule prior to the start date outlining the work.
- (b) Daily reporting is required with updates on the scheduled activities. This reporting shall include the following: name of Contractor, contract number, number of crews in use, number of trees and/or limbs removed, and the number of personnel working.
- (c) The Contractor will work a minimum ten (10) hour day, six (6) a week. The workday shall be conducted during daylight hours. The Contractor shall coordinate with the Town and its representatives to establish the work hours and to develop schedules.

Section IV.12 PERFORMANCE SCHEDULE

- (a) The Contractor shall commence performance on this task within three (3) days of being issued a notice to proceed for this task.
- (b) The Contractor shall, with the Town's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 2, 7, & 14 day projection. The plan will be updated every two days.
- (c) Maximum allowable time for completion will be 45 calendar days, unless the Town initiates additions or deletions to the contract by written change orders. Subsequent changes in, completion time will be, equitably negotiated by both parties pursuant to applicable state and federal law. Liquidated damages shall be assessed at \$1,000 per calendar day for any time over the maximum allowable time established by the contract.

Section IV.13 SCOPE

- (a) The Contractor shall conduct the work so as not to interfere with the response and recovery activities of state and local governments, or of public utilities.
- (b) The Contractor shall provide sufficient site supervision of all assigned activities.
- (c) The Contractor shall provide at least one bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed to perform work under this contract. The contractor must have a means to communicate with all workers and haulers.
- (d) The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with the Town for the duration of the work.
- (e) The Contractor shall provide the Town with an updated list of all subcontractors including phone numbers of contact personnel.
- (f) Prior to the Town assigning work, the Contractor shall provide the Town with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- (g) The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The Town will provide the Contractor with a list of trees and limbs prior to the start date.
- (h) The Contractor may be required to remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster.
- (i) The Contractor shall not move from one designated area to another designated work area prior to receiving authorization from the Town.
- (j) The Contractor shall not enter onto private property during performance of this contract prior to receipt of an executed right-of-entry, which will be obtained by the Town.
- (k) Tree and Limb Removal shall include the complete removal of either as listed and the disposal of the debris that is generated by the work.
- (l) All trees shall be cut flush to the ground.
- (m) All limbs shall be removed following proper procedures to avoid damage to the tree.
- (n) All trees and limbs shall be disposed of at a Town approved site.
- (o) The Contractor shall use only rubber-tired equipment in the performance of removing trees and limbs.
- (p) The Contractor shall take all necessary precautions to protect motorist, pedestrians, public and private property and all utilities.

Section IV.14 MEASUREMENTS

- (a) Measurement for tree removal will be determined at Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
- (b) Measurement for leaning trees cut at the right of way line will be determined at the point of the cut.
- (c) Measurement for limb removal will be determined at the limbs origination point.

Section IV.15 PAYMENT

- (a) Payment for all trees removed will be made at the unit price per tree based on the contract bid price as specified in the bidding schedule.
- (b) Payment for all limbs removed will be made per tree based on the contract bid price as specified in the bidding schedule. Payment will be based on number of limbs per tree greater than two (2) inches in diameter.
- (c) Payment for managing and operating the work sites, furnishing material, labor, tools and equipment necessary to remove and dispose the trees and limbs, and providing for traffic control and safety measures, are all incorporated in the bidder's unit prices.
- (d) There will be no payment for mobilization and demobilization.
- (e) Payment for work completed will be invoiced on a thirty (30) day basis. Invoices will be based on verified quantities from the daily operational reports.
- (f) A 10% retainage will be withheld until the end of the project, including ticket reconciliation.
- (g) All invoices must be submitted with a detailed tabular report listing all individual tree removal locations. The report must meet the Town's requirements for invoicing and be approved prior to the invoicing process.

Article V. GENERAL REQUIREMENTS

Section V.9 REPORTING

- (a) Throughout the duration of recovery operations under this contract, the Contractor shall submit a daily report to the Town. Each report shall contain, at a minimum, the following information for the previous day's activities:
- 1) Contractor's Name
 - 2) Report Date
 - 3) Location of completed work
 - 4) Location of work for next day
 - 5) Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
 - 6) List of roads that were cleared (Emergency Clearance)
 - 7) Number of Crews (including number of trucks and loading equipment)
 - 8) Daily and cumulative totals of debris removed, by category
 - 9) Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
 - 10) Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
 - 11) Number of hazardous trees and hanging limbs removed.
 - 12) Problems encountered or anticipated

Section V.10 DUMP SITES (TDSR Sites)

- (a) The Contractor shall use only debris dump sites designated by the Town, unless otherwise approved by the Town. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and demolition. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.
- (b) The dump site operator/contractor will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator/contractor to facilitate effective dumping operations.
- (c) The Town makes no representations regarding the turn-around time at the dump sites.

Section V.11 OTHER CONSIDERATIONS

- (a) The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Town.

- (b) The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Town.
- (c) The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.
- (d) The Contractor is not permitted to store equipment or trucks on public property without the approval of the Town.
- (e) There shall be no overnight parking or camping on public property without the approval of the Town.
- (f) The Contractor is encouraged to employ experienced and qualified local subcontractors.

Section V.12 OTHER CONTRACTS

- (a) Other contracts may be issued for the purpose of removing disaster related debris within the Town.
- (b) The Town reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

Section V.13 EQUIPMENT

- (a) The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.
- (b) Prior to commencing debris reduction and disposal operations, the Contractor shall present to the Town, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).
- (c) All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
- (d) Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or

rejection by the Town.

- (e) Damaged sideboards must be repaired prior to arriving at the dumpsite.
- (f) All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit, rubber bungee cords will not be permitted.
- (g) The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The Town reserves the right to refuse equipment that is deemed unsafe or inadequate.
- (h) All equipment used for hauling debris shall be measured and marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.
- (i) Prior to commencing debris removal operations, the Contractor shall present to the Town all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
- (j) Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.
- (k) Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.
- (l) Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by the Town. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the Town.
- (m) Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 pounds on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

- (n) Trucks or equipment that are 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 work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

SECTION V.14 LOAD TICKETS

- (a) A four (4) part Load Ticket will be used for recording volumes of debris removed and processed (refer to Figure 3 for a format example).
- (b) At a minimum each ticket will contain the following information:
- 1) Town of Fort Myers Beach Debris Load Ticket (as a title)
 - 2) Contractor Name
 - 3) Ticket Number
 - 4) Load Site Location
 - 5) Date
 - 6) Load Site Zone
 - 7) Truck (Container) Number
 - 8) Capacity (Container)
 - 9) Total Debris Volume (Quantity)
 - 10) Dump Site Name (Location)
 - 11) Debris Classification (Vegetation, C&D, Mixed, Other)
 - 12) Comment Section
 - 13) Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)
- (c) A Town Load Site Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the Town Disposal Site Monitor at the dumpsite, The Town will validate, retain the top copy and give one copy to the driver, and two copies to the Contractor, (one copy for the sub-contractor and one copies for the prime contractor).
- (d) The Debris Removal Contractor will not be permitted to unload the debris at a TDSR/dump site without an approved Load Ticket that was supplied by their assigned monitor.
- (e) The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the Town.
- (f) The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the TDSR sites. The TDSR Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.
- (g) A Town Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the Town. Load measurements will be documented on Load Tickets.
- (h) The Contractor shall keep a daily updated log, in each TDSR site inspection tower, of

all loads received, including the total volume of debris in each load.

- (i) The Contractor shall provide a copy of all daily log sheets at the end of each business day.

SECTION V.15 TRAFFIC CONTROL

- (a) The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract.
- (b) The contractor shall be responsible for traffic control during operations performed by the contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- (c) 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 and methods for the protection of the public and employees throughout the work areas.

Section V.16 HAZARDOUS OR TOXIC WASTE ISSUES

- (a) The Contractor will be required to construct a containment area at the reduction site to store Hazardous Waste materials. This containment area will consist of an earthen berm with a non-permeable soil liner. The containment area must be covered at all times with a non-permeable cover.
- (b) All materials that are classified, Hazardous Waste shall be reported immediately to the Town. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris will be moved and placed in the designated containment area.

Section V.17 HAZARDOUS WASTE SPILLS

- (a) The Contractor shall be responsible for reporting to the Town and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the Town.
- (b) Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
- (c) Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the Town immediately following discovery. A written follow-up report shall be submitted to the Town no later than 7 days after the initial report. The

written report shall be in narrative form, and as a minimum shall include the following:

- 1) Description of the material spilled (including identity, quantity, manifest number, etc.).
- 2) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- 3) Exact time and location of spill, including description of the area involved.
- 4) Receiving stream or waters.
- 5) Cause of incident and equipment and personnel involved.
- 6) Injuries or property damage.
- 7) Duration of discharge. 8) Containment procedures initiated.
- 9) Summary of all communications the Contractor has had with press, agencies, or Government officials other than the Town.
- 10) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

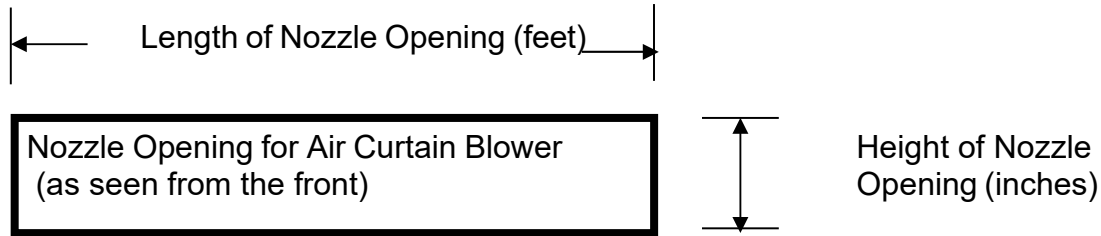
Section V.18 DEBRIS DEFINITIONS

- (a) Clean Vegetative Debris: Tree and landscaping debris free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.
- (b) Mixed Debris: Vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by the Town.
- (c) Construction and Demolition (C&D) Debris: Debris generated by building materials, such as fencing, roofing, lumber, drywall, carpeting, plastic, glass, etc. Generally anything other than vegetative and hazardous wastes debris.
- (d) White Metal Debris: Household and industrial appliances, such as refrigerators, stove, dishwashers, etc.
- (e) Hazardous Waste: Includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- (f) Stumps: Tree stumps located within the ROW, which the root ball is one-half or more exposed but still attached to the ground by roots. Tree stumps with base cut diameter measurements less than 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and removed with the same methods used for other vegetative debris. Tree stumps larger than 24 inches in diameter and still attached to the ground will be removed and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract. Any questionable stumps shall be referred to the Town for determination of its disposition.
- (g) Stump Remnants: Tree stumps that have been grubbed from ground and placed in the

right of way for pick up. Tree stumps that are not attached to the ground. Tree stump remnants measuring up to 73 inches that are not attached to the ground by roots will be considered normal vegetative debris and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table.

- (h) Ineligible Debris: Debris that is not reimbursable by FEMA, such as unauthorized debris from private property, state and Town roads, or not generated as a result of the disaster.
- (i) Hand Loading: Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.
- (j) Burnable Debris: Burnable debris includes all biodegradable matter except those included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.
- (k) Non-Burnable Debris: Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non wood building materials; and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.
- (l) Ash: Ash is the residue produced by incineration of the burnable debris. When handling ash, it will be required to “wet down” the ash to prevent dust problems. Chips/Mulch: Chips and mulch are the end product of chipping or grinding wood products. Proper disposal of chips and mulch is to find environmentally friendly (non-landfill disposal) use for the material.

Minimum Velocity and Volume Requirements For Air Curtain Blowers



Measure the velocity of the air curtain 1 inch in front of the nozzle opening using a hot-wire anemometer or other high accuracy velocity measuring instrument. The instrument must be capable of measuring velocities of up to 11,000 feet/minute. The instrument must be placed properly (parallel to the airflow) to obtain correct and reliable readings.

Take 5 air velocity readings, evenly distributed across the face of the opening. The minimum velocity for any of the 5 readings should not be less than 8,800 feet/minute. An average velocity can then be calculated with the following formula:

$$\text{Average Velocity (V)} = \frac{\text{Reading 1} + \text{Reading 2} + \text{Reading 3} + \text{Reading 4} + \text{Reading 5}}{5}$$

The volume rate of airflow exiting the air curtain nozzle can then be found by multiplying the average velocity with the area of the nozzle opening. Assuming that the velocity is measured in feet/minute, the nozzle length is measured in feet, and the nozzle height is measured in inches, then the volume rate of airflow can be calculated using the following formula:

$$VA = \frac{V \times L \times H}{12}$$

where:

- L = length of opening (feet)
- H = height of nozzle opening (inches)
- V = average velocity (feet/minute)
- VA = volume rate of airflow (cubic

feet/minute)

The volume rate of airflow should not be less than:

- 18,000 cfm for a 20 ft nozzle length
- 20,000 cfm for a 25 ft nozzle length
- 27,000 cfm for a 30 ft nozzle length
- 36,000 cfm for a 40 ft nozzle length

Figure 2.

TOWN OF FORT MYERS BEACH DEBRIS LOAD TICKET			
<i>CONTRACTOR NAME</i>			
Ticket No. 1234506			
Load Site Location: (NE, NW, SE, SW)			
Date:		Zone:	
Truck No:		Capacity (CY):	
Total Debris Volume:		(CY, TON)	
Dump Site:			
DEBRIS CLASSIFICATION (Check Only One Box)			
		Vegetation	
		C&D (Construction and Demolition)	
		Mixed (Veg. And C&D)	
		Other	
Comments:			
Monitor Name: (Print Name Verify Load Ticket)			
Load Site:			
Dump Site:			
Contractor:			

Figure 3.

TOWN OF FORT MYERS BEACH

EMERGENCY DEBRIS CLEARANCE – DAILY TIME VERIFICATION REPORT					
CONTRACTOR:			DATE:		
Equip / Crew Type	Equip / Crew Number	Total Shift Hours	Total Hours Idle	Total Hours	Location
TOTAL HOURS:					

Monitor's Name: _____ (Please Print Name)
Contractor Agent's Name: _____ (Please Print Name)

Figure 4.

TOWN OF FORT MYERS BEACH

DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT					
CONTRACTOR:		TDSR LOCATION:		DATE:	DEBRIS TYPE:
Truck No.		Capacity	C.Y. Total	COMMENTS	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
TOTAL CUBIC YARDS:					

Monitor's Name: _____ (Please Print Name)

Contractor Agent's Name: _____ (Please Print Name)

Figure 5.

TOWN OF FORT MYERS BEACH

DEBRIS REMOVAL – DAILY LOAD VERIFICATION REPORT						
CONTRACTOR:		TDSR LOCATION:		DATE:	DEBRIS TYPE: STUMPS	
Truck No.		Stump No.	Stump Size	24" to 48"	49" to 72"	73" and >
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
DAILY STUMP TOTALS:						

Monitor's Name: _____ (Please Print Name)

Contractor Agent's Name: _____ (Please Print Name)

Figure 6.

**Price Proposal Form
EMERGENCY DEBRIS CLEARANCE (PUSH)**

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Dump Truck, 16-20 yd ³ capacity, with Operator	\$/hourly
2.	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator	\$/hourly
3.	Two (2) Person Laborer Crew with Chainsaws, 16"min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$/hourly
4.	Crew Foreman with Pickup Truck, ½-1 Ton, and cellular phone.	\$/hourly
5.	Track Hoe Excavator, 2-3 yd ³ bucket with operator	\$/hourly
6.	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$/hourly

Price Proposal Form DEBRIS REMOVAL (LOAD AND HAUL)

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	<u>Removal of Vegetative Debris</u> from assigned load site to TDSR, including sorting, loading, hauling, etc.	
	Mileage Radius: 0-6 Miles	\$/cu. yd.
	7-15 Miles	\$/cu. yd.
	16-25 Miles	\$/cu. yd.
2.	<u>Removal of Construction and Demolition Debris</u> from assigned load site to TDSR, including sorting, loading, hauling, etc.	
	Mileage Radius: 0-6 Miles	\$/cu. yd.
	7-15 Miles	\$/cu. yd.
	16-25 Miles	\$/cu. yd.
3.	<u>Removal of White Metal Debris</u> from assigned load site to TDSR, including sorting, loading, hauling, etc.	
	Mileage Radius: 0-6 Miles	\$/each
	7-15 Miles	\$/each
	16-25 Miles	\$/each
4.	<u>Removal of Hazardous Waste Debris From Curbside</u> at assigned load site to TDSR, including sorting, loading, hauling, etc.	
	Mileage Radius: 0-6 Miles	\$/pound
	7-15 Miles	\$/pound
	16-25 Miles	\$/pound
5.	<u>Removal of Silt and Sand Deposits</u> from assigned load site to TRSR, including sorting, loading, hauling, etc.	
	Mileage Radius: 0-6 Miles	\$/cu. yd.
	7-15 Miles	\$/cu. yd.

	16-25 Miles	\$ /cu. yd.
6.	<u>Stump Grubbing, Removal and Disposal</u> : 24 to 48 inches	\$ /each
7.	<u>Stump Grubbing, Removal and Disposal</u> : 49 to 72 inches	\$ /each
8.	<u>Stump Grubbing, Removal and Disposal</u> : 73 inches and larger	\$ /each
9.	<u>Removal and Disposal of Stump Remnants</u> : 73 inches and larger	\$ /each
10.	<u>Hazardous Waste Debris Removal From Structures</u> – Search safely accessible residential structures, including garages and detached outbuildings for hazardous waste debris for removal. At a minimum the removal shall include, sorting, handling, loading, staging and placing the debris on public ROW for removal and disposal by other pay items in the proposal.	\$ /sq. ft. of floor space
11.	<u>Private and Public Property Demolition and Debris Removal</u> – The Contractor shall operate beyond the Public Right of Way (ROW) only as identified and directed by the Town. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, the demolition of structures and the sorting, loading, and hauling of the debris to an approved TDSR site.	\$ /cu. yd.
12.	<u>Removal of Unsafe Debris from Within Private or Public Structures</u> - The Contractor shall operate within public or private structures only as identified and directed by the Town. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, removing, sorting, loading, and placing the debris on public ROW for removal and disposal by other pay items in the proposal.	\$ /sq. ft. of floor space

Price Proposal Form TDSR SITE MANAGEMENT

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1a.	Management, Processing and Loading of all debris and/or residue at the TDSR sites: Includes preparing and layout of sites; management, maintenance and operation of the TDSR sites; receiving, sorting, segregation, processing, debris reduction by air curtain incineration , and loading (as described in the RFP and directed by the Town)	\$ /cu. yd.
1b.	Management, Processing and Loading of all debris and/or residue at the TDSR sites: Includes preparing and layout of sites; management, maintenance and operation of the TDSR sites; receiving, sorting, segregation, processing, debris reduction by grinding , and loading (as described in the RFP and directed by the Town)	\$ /cu. yd.
2.	Final haul out of processed debris from the TDSR site to an approved disposal site.	
	Mileage Radius: 0-5 Miles	\$ /cu. yd.
	6-15 Miles	\$ /cu. yd.
	16-30 Miles	\$ /cu. yd.
	31-75 Miles	\$ /cu. yd.
3.	Final haul out of processed debris from the TDSR site to an approved disposal site.	
	Mileage Radius: 0-5 Miles	\$ /Ton
	6-15 Miles	\$ /Ton
	16-30 Miles	\$ /Ton
	31-75 Miles	\$ /Ton
4.	White Metal Debris decontamination and disposal – The Contractor shall remove spoiled food and fluids, and recover Freon from any white metal debris, in accordance with all federal, state and local rules, regulations and laws. The Contractor must have any required licenses and certifications to perform work. This price includes all disposal costs.	\$ /Ton

Price Proposal Form

TREE AND LIMB REMOVAL

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Tree Removal and Disposal - 6" to 12" DBH	\$/each
2.	Tree Removal and Disposal - 13" to 24" DBH	\$/each
3.	Tree Removal and Disposal - 37" to 48" DBH	\$/each
4.	Tree Removal and Disposal - 49" & Greater DBH	\$/each
5.	Limb Removal and Disposal - 1 to 5 Limbs Per Tree	\$/tree
6.	Limb Removal and Disposal - 6 to 10 Limbs Per Tree	\$/tree
7.	Limb Removal and Disposal - 11 Limbs or Greater Per Tree	\$/tree

OTHER DISASTER RELATED SERVICES*

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

*Provide a detailed description and price for other Disaster Related Services your company can supply.

SAMPLE

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ____ day of _____ 202__, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **COMPANY** with an address of **COMPANY ADDRESS** (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is ____ commencing on **COMMENCE DATE** and terminating on **TERMINATION DATE.**
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies,

reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, 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 it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A".
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses

set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Roger Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: **COMPANY NAME**

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st day of _____, 20___
BETWEEN THE TOWN AND **COMPANY NAME** PROVIDER.

1. SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:

INSERT SCOPE

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st DAY OF _____, 20___,
BETWEEN THE TOWN AND **COMPANY NAME** PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

1. **Workers Compensation and Employer's Liability** - Workers compensation insurance providing statutory benefits as required in the state of Florida and employers' liability with limits of not less than:
 - \$500,000 E.L. Each Accident
 - \$500,000 E.L. Disease - Each Employee
 - \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the Town. The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

2. **Commercial General Liability** - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:
 - k. \$1,000,000 each occurrence for Bodily Injury and Property Damage
 - l. \$2,000,000 General Aggregate
 - m. \$2,000,000 Products and Completed Operations
 - n. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
 - o. Employees and Volunteers as Additional Insured for both on-going and completed operations
 - p. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
 - q. Blanket Contractual Liability
 - r. Primary and Non Contributory Endorsement
 - s. Independent Contractor's Liability
 - t. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)
3. **Commercial Automobile Liability** - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:
 - c. Bodily Injury and Property Damage: \$1,000,000 combined single limit
 - d. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (County) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

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.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

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.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) 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). (2) 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. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): 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— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the County with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

“Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. 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. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. 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. 2. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The County and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The County shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/County/permittee/engineering consultant.** The County's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the County's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The County shall provide access to any location or facility on which County is performing work, or storing or staging equipment, materials or documents.
- ii. The County shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The County shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the County, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification


This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the County for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the County and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The County may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Brittany P Castillo, CEO, AshBritt

Date Oct. 3 2022

Authorized Signature 

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

EXHIBIT I
FEDERAL CONTRACT PROVISIONS AND ASSURANCES

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y		N																	
				IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS															
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
<p>NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

LOBBYING CERTIFICATION
(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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date