

REQUEST FOR PROPOSALS  
No. 22-R079156SB  
DEBRIS MONITORING AND  
DISASTER PLANNING SERVICES  
APRIL 22, 2022

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Suite 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



## **ADVERTISEMENT**

### **REQUEST FOR PROPOSALS No. 22-R079156SB**

### **DEBRIS MONITORING AND DISASTER PLANNING SERVICES**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Debris Monitoring and Disaster Planning Services, as specified in this Request for Proposals.

#### **DATE, TIME, AND PLACE DUE**

The Due Date and Time for submission of Proposals in response to this RFP is **May 19, 2022 at 2:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205, and time stamped by a Procurement representative by the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

#### **SOLICITATION INFORMATION CONFERENCE**

There is no Solicitation Information Conference for this Request for Proposals.

#### **DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is **May 6, 2022 at 4:00 P.M. ET**. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.13 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Stacia Branco, Senior Procurement Agent

(941) 749-3041, Fax (941) 749-3034

Email: [stacia.branco@mymanatee.org](mailto:stacia.branco@mymanatee.org)

Manatee County Financial Management Department

Procurement Division

AUTHORIZED FOR RELEASE:

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### **Section D, Forms** (to be executed and return with the Proposal)

Form 1	Acknowledgement of Addenda
Form 2	Proposal Signature Form
Form 3	Public Contracting and Environmental Crimes Certification
Form 4	Conflict of Interest Disclosure Form
Form 5	Non-Collusion Affidavit
Form 6	Truth-in Negotiation Certificate
Form 7	Scrutinized Company Certification
Form 8	Insurance Statement
Form 9	Indemnity and Hold Harmless
Form 10	Clean Air and Federal Water Pollution Control Acts
Form 11	Debarment and Suspension
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### **Section E, Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Proposal Response
Exhibit 3	Public Assistance Debris Monitoring Guide
Exhibit 4	Sample Agreement

## **SECTION A, INSTRUCTIONS TO PROPOSERS**

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership, or corporation.

### **A.01 INFORMATION CONFERENCE**

There is no Solicitation Information Conference scheduled for this Request for Proposals.

### **A.02 PROPOSAL DUE DATE**

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **May 19, 2022 at 2:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

### **A.03 PUBLIC OPENING OF PROPOSALS**

Sealed Proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Interested parties may attend the proposal opening.

Manatee County will make public the names of the business entities which submitted a proposal and city and state in which they reside at the opening. No review or analysis of the proposals will be conducted at the proposal opening.

### **A.04 SUBMISSION OF PROPOSALS**

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- One (1) electronic format copy(s) clearly identifying Proposer with all required information and identical to the original.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office® or Adobe Acrobat® portable document format (PDF) **in one file that includes all required TAB sections shown in Exhibit 2 in a continuous file.** Do not submit electronic format proposal with separate files for each TAB section. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the ORIGINAL.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. 22-R079156SB, Debris Monitoring and Disaster Planning Services, Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County  
Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, FL 34205

#### **A.05 ORGANIZATION OF PROPOSALS**

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Exhibit 2 identifying the response to each specific item.

Proposals must clearly indicate the legal name, address, and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

#### **A.06 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute proposals. Visit the third-party's website for more information regarding this service. Participation in the third-party system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

**A.07 ADDENDA**

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division’s web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on a third-party distribution system, addenda will also be posted on the third-party distribution system on the ‘Planholders’ link.

All addenda are a part of the RFP, and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

**A.08 PROPOSAL EXPENSES**

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

**A.09 QUESTION AND CLARIFICATION PERIOD**

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification, or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential Proposers via an addendum to this RFP.

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.10 FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.11 WITHDRAWAL OR REVISION OF PROPOSALS**

Proposers may withdraw Proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained, and the unopened proposal returned to the Proposer; or
- b. After the Proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the Proposal. Request to withdraw a Proposal must be in writing and approved by the Procurement Official.

**A.12 JOINT VENTURES**

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**A.13 LOBBYING**

After the issuance of any solicitation, no prospective Proposers, or their agents, representatives or persons acting at the request of such Proposers, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a

proposed contract/purchase order. This requirement ends upon final execution of the contract/purchase order or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

**A.14 EXAMINATION OF PROPOSALS**

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

**A.15 ERRORS OR OMISSIONS**

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

**A.16 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS**

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

**A.17 RESERVED RIGHTS**

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and

certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

**A.18 APPLICABLE LAWS**

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

**A.19 TAXES**

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.20 SCRUTINIZED COMPANIES**

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**A.21 COLLUSION**

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

**A.22 CODE OF ETHICS**

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

**A.23 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, 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 or real property to a public entity, may not be awarded or perform work as a contractor, 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 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Procurement Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer is to complete Form 3 and submit with its Proposal.

**A.24 AMERICANS WITH DISABILITIES**

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.25 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.26 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Successful Proposer Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.27 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become “Public Records” and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent successful Proposer is performing services on behalf of County, successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.

- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the successful Proposer transfers all public records to County upon completion of the contract, the successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the successful Proposer keeps and maintains public records upon completion of the contract, the successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County’s custodian of public records, in a format that is compatible with the information technology systems of County.

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**PHONE: (941) 742-5845**

**EMAIL: [DEBBIE.SCACCIANOCE@MYMANATEE.ORG](mailto:DEBBIE.SCACCIANOCE@MYMANATEE.ORG)**

**ATTN: RECORDS MANAGER**

**1112 MANATEE AVENUE WEST**

**BRADENTON, FL 34205**

**A.28 TRADE SECRETS**

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

**Notwithstanding any other provision in this solicitation, designation of the entire proposal as trade secret, proprietary, or confidential, is not permitted and may result in a determination that the Proposal is non-responsive and therefore the proposal will not be evaluated or considered.**

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

- a. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
- b. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
- c. That after notice from County that a public records request has been made pursuant to Proposer’s proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Proposer shall indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County’s non-disclosure of the trade secret materials.

## **A.29 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
  - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent successful Proposer receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

## **A.30 E-VERIFY**

Prior to the employment of any person under this contract, the successful Proposer shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

**A.31 LICENSES AND PERMITS**

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**A.32 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**A.33 BINDING OFFER**

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation.

#### A.34 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

#### A.35 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org) or by phone at 941-748-4501, X3014.**

Successful Proposer shall ensure all its electronic information, documents, applications, reports, and deliverables required in the proposal are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Proposer shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Proposer shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

### A.36 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County's website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

<b>Scheduled Item</b>	<b>Scheduled Date</b>
No Information Conference has been scheduled for this solicitation	Not Applicable
Question and Clarification Deadline	May 6, 2022 at 4:00 P.M., ET
Final Addendum Posted	May 13, 2022 (tentative)
Proposal Due Date and Time	May 19, 2022 by 2:00 P.M., ET
1 <sup>st</sup> Technical Evaluation Meeting	June 21, 2022 at 1:00 P.M., ET
2 <sup>nd</sup> Technical Evaluation Meeting	June 22, 2022 at 11:00 A.M., ET
Interviews/Presentations, (if applicable) Non-Public Meeting	TBD
Final Technical Evaluation Meeting	June 24, 2022 at 10:00 A.M., ET
Projected Award	August 2022

**END SECTION A**

## SECTION B, EVALUATION OF PROPOSALS

### B.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate and score the proposals for each of the evaluation criteria.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

### B.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

<b>Criteria</b>	<b>Maximum Score (100)</b>
Tab 6 - Proposer & Team's Experience	35
Tab 7 - Capacity	30
Tab 8 - Approach	30
Tab 9 - Fee Rate Schedule	5

### B.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers shall make arrangements

to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The committee reserves the right to provide a final score without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all the information requested in this RFP and reflects Proposer's best offer.

**B.04 BEST AND FINAL OFFER (BAFO)**

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and scoring. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-score the Proposers.

**B.05 SCORING OF PROPOSALS**

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list Proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to the Procurement Official,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

**END SECTION B**

## **SECTION C, NEGOTIATION OF THE AGREEMENT**

### **C.01 GENERAL**

- a. The proposal will serve as a basis for negotiating an agreement.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced by Proposer and submitted to the County during the solicitation process become the property of Manatee County.

### **C.02 NEGOTIATION**

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval of the recommendation, the successful Proposer will be invited to enter negotiations led by the County Procurement Division. These negotiations are generally relative to the scope of work/services to be provided and any associated costs.

The County will publicly notice the Intent to Negotiate prior to commencing negotiations as required by law and policy.

### **C.03 RECOMMENDATION FOR AWARD**

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

### **C.04 AGREEMENT**

The successful Proposer(s) will be required to enter into an agreement. Agreement may, or may not, include all elements of this RFP or the resulting successful Proposer's Proposal where alternatives provide best value, are desirable to the County, and the parties agree to such terms.

The term of the Agreement shall be for five (5) years with one (1) additional five (5)-year renewal.

### **C.05 AWARD**

The County does not make award to a Proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, Proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the Proposer's statement is discovered to be false, Proposer will be subject to suspension and/or debarment and County may terminate any contract it has with Proposer.

Award of an agreement is subject to the approval of either the Procurement Official or the Board of County Commissioners, as provided for in the current Manatee County Procurement Code.

**END SECTION C**

**FORM 1 - ACKNOWLEDGMENT OF ADDENDA**  
**RFP No. 22-R079156SB**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Website Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official Date

**FORM 2 - PROPOSAL SIGNATURE FORM**  
**RFP No. 22-R079156SB**

The undersigned represents that by signing this Proposal Signature Form that:

- (1) He/she has the authority and approval of the legal entity purporting to submit the Proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable; and
- (2) All facts and responses set forth in the Proposal are true and correct; and
- (3) If the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in this RFP; and
- (4) By submitting a Proposal and signing below, the Proposer agrees to the terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Agreement, of which a sample is incorporated into this RFP as Exhibit 4. The Proposer understands that if it submits exceptions to the Sample Agreement in its Proposal, the Proposer may be determined non-responsive.

Print or type Proposer's information below:

_____	_____
Name of Proposer	Telephone Number
_____	_____
Street Address	City/State/Zip
_____	_____
Email Address	Web Address
_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Officer      Date

**Return this fully executed form with your Proposal.**

**FORM 3 - PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES  
CERTIFICATION  
RFP No. 22-R079156SB**

SWORN STATEMENT PURSUANT TO MANATEE COUNTY PROCUREMENT CODE  
SECTION 2-26 ARTICLE V,

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by

\_\_\_\_\_

[print individual's name and title]

for \_\_\_\_\_

[name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

\_\_\_\_\_. If the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement:

I, the undersigned, understand that no person or entity shall be awarded or receive a  
County contract for public improvements, procurement of goods or services (including  
professional services) or a county lease, franchise, concession or management agreement,  
or shall receive a grant of County monies unless such person or entity has submitted a  
written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of  
Manatee County, the State of Florida, or any other public entity, including, but not  
limited to the Government of the United States, any state, or any local government  
authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among Proposers or prospective  
Proposers in restraint of freedom of competition, by agreement to bid a fixed price, or  
otherwise; or

(3) been convicted of a violation of an environmental law that, as determined by the  
County, reflects negatively upon the ability of the person or entity to conduct business in  
a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above,  
which is a matter of record, but has not been prosecuted for such conduct, or has made an  
admission of guilt of such conduct, which is a matter of record, pursuant to formal

prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of, or has admitted guilt to, any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he/she is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

**I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

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

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

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_ .  Personally known OR  Produced the  
following identification

\_\_\_\_\_  
[Type of identification]

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

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

\_\_\_\_\_  
[Print, type or stamp Commissioned name of Notary Public]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**Return this fully executed form with your Proposal.**

**FORM 4 - CONFLICT OF INTEREST DISCLOSURE FORM**  
**RFP No. 22-R079156SB**

The award of an agreement resulting from this RFP is subject to the provisions of Manatee County Code of Laws. Proposer must disclose within its Proposal: the name of any officer, director, or agent who is also an employee of Manatee County. Furthermore, Proposer must disclose the name of any County employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches, divisions, or affiliates.

By signing below, Proposer confirms that it is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the firm to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ To the best of my knowledge, the undersigned firm has no potential conflict of interest for this RFP.

\_\_\_\_\_ The undersigned firm, by execution of this form, submits information which may be a potential conflict of interest for this RFP.

Acknowledged and attested to by:

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

\_\_\_\_\_ Signature

\_\_\_\_\_ Name and Title (Print or Type)

\_\_\_\_\_ Date

**Return this fully executed form with your Proposal.**

**FORM 5 - NON-COLLUSION AFFIDAVIT**  
**RFP No. 22-R079156SB**

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

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the  
Proposer that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_

b. He/She is fully informed respecting the preparation and contents of the attached Request  
for Proposals, and of all pertinent circumstances respecting such Solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded,  
conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or  
person to submit a collusive or sham Proposal in connection with the Solicitation and  
contract for which the attached Proposal has been submitted or to refrain from proposing  
in connection with such Solicitation and contract, or has in any manner, directly or  
indirectly, sought by agreement or collusion or communication or conference with any  
other Proposer, firm, or person to fix the price or prices in the attached Proposal or any  
other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the  
Proposal price of any other Proposer, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any advantage against the City or any person  
interested in the proposed contract.

d. The price or prices to be submitted shall be fair and proper and shall not be tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or  
any of its agents, representatives, owners, employees, or parties in interest, including this  
affiant.

Signature: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_, by \_\_\_\_\_, who is personally known to me OR has produced  
\_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public (State): \_\_\_\_\_

My Commission No: \_\_\_\_\_

Expires on: \_\_\_\_\_

SEAL

**Return this fully executed form with your Proposal.**

**FORM 6 - TRUTH – IN-NEGOTIATION CERTIFICATE**  
**RFP No. 22-R079156SB**

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by an authorized official of Proposer (e.g., President, CEO, Partner, Managing Partner))

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Return this fully executed form with your Proposal.**

**FORM 7 – SCRUTINIZED COMPANY CERTIFICATION**  
**RFP No. 22-R079156SB**

This certification is required pursuant to Florida State Statute Section 287.135 and must be executed and returned with Proposer’s Proposal.

As of July 1, 2011, a company that, at the time of bidding or submitting a Proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company: \_\_\_\_\_

FEIN: \_\_\_\_\_

Address. \_\_\_\_\_

City/State/Zip. \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
\_\_\_\_\_ certify and affirm that this entity is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Return this fully executed form with your Proposal.**

**FORM 8 - INSURANCE REQUIREMENTS**  
**RFP No. 22-R079156SB**

The Successful Proposer will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

**Automobile Liability Insurance Required Limits**

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests’ provisions.*

**Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$        Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests’ provisions.*

**Employer’s Liability Insurance**

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

- Worker's Compensation Insurance
- US Longshoremen & Harbor Workers Act**
- Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

**Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder’s Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government. All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

**Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Asbestos Liability (If handling within scope of Contract)***

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

***Disposal***

When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper’s Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer’s care, custody, and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

## INSURANCE REQUIREMENTS

### I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.  
In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the COUNTY.

### II. General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, Successful Proposer will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
4. Successful Proposer shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The Successful Proposer waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
10. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
11. Successful Proposer understands and agrees that the COUNTY does not waive its immunity, and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

**FORM 8 - INSURANCE STATEMENT**  
**RFP No. 22-R079156SB**

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any Agreement resulting from this solicitation and shall provide the insurances required in this RFP within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

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

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**Return this signed statement with your Proposal.**

**FORM 9 - INDEMNITY AND HOLD HARMLESS  
RFP No. 22-R079156SB**

**MANATEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

The Successful Proposer shall indemnify and hold harmless County, 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 intentionally wrongful conduct of the Successful Proposer, its personnel, design professionals and other persons employed or utilized by the Successful Proposer in the performance of the Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to County. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. County reserves the right to defend itself with its own counsel or retained counsel at Successful Proposer's expense.

Signature of Authorized Official of Proposer: \_\_\_\_\_

Title: Date: \_\_\_\_\_

Project Number and /or Name: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

Acknowledgement:

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

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_ [FULL LEGAL NAME],  
who is

Personally known to me

OR

has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Seal

**Return this fully executed form with your Proposal.**

**SPECIAL PROVISIONS –FEDERAL GRANTS (FORMS 10 through 13)  
RFP No. 22-R079156SB**

**1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this IFB in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must

certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
  2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
  3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
  4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
  5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this IFB prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
  3. The cost plus a percentage of cost method will not be used.

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**FORM 10 – CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS  
RFP No. 22-R079156SB**

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

---

Firm Name (print)

---

Signature

Date

---

Printed Name and Title

**Return this fully executed form with your Proposal.**

**FORM 11 - DEBARMENT AND SUSPENSION**  
**RFP No. 22-R079156SB**

By signing below, Proposer confirms that it **is not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

---

Signature

Date

---

Printed Name and Title

---

Printed Firm Name

---

**Return this fully executed form with your Proposal.**

**FORM 12 – BYRD ANTI-LOBBYING AMENDMENT  
RFP No. 22-R079156SB**

By signing below, Proposer confirms that it 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

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Signature	Date
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---

Printed Name and Title

---

Printed Firm Name

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**Return this fully executed form with your Proposal.**

**FORM 13 - MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS'  
PARTICIPATION  
RFP No. 22-R079156SB**

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

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

Company. \_\_\_\_\_

Address. \_\_\_\_\_

County. \_\_\_\_\_

State. \_\_\_\_\_

Zip. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Return this fully executed form with your Proposal.**

**EXHIBIT 1, SCOPE OF SERVICES  
RFP No. 22-R079156SB**

**1.01 BACKGROUND INFORMATION**

Manatee County (hereinafter in this Scope referred to as County) is located on Florida’s Gulf Coast, approximately 50 miles south of the City of Tampa. It is bound on the south by Sarasota County, on the east by DeSoto and Hardee Counties, and on the north by Hillsborough County. The County encompasses approximately 740 square miles and has a full-time population of 398,503 residents that increases during the winter months. In addition to the unincorporated area of the County, there are six incorporated municipalities within the County. They include the City of Anna Maria, City of Bradenton, City of Bradenton Beach, City of Holmes Beach, Town of Longboat Key, and City of Palmetto.

**1.02 SCOPE**

Successful Proposer (hereinafter in this Scope referred to as Contractor) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide Debris Monitoring and Disaster Planning Services that will meet the requirements of the Agreement.

The Contractor shall provide a wide range of Debris Monitoring and Disaster Planning Services resulting from a disaster and will follow the principles of the National Incident Management Systems (NIMS) along with the County’s current Debris Management Plan. Services will include emergency planning, response, communication efforts, debris management, debris monitoring, disaster planning and recovery services as needed and requested by the County. Services may be requested for public and private owned right-of-way property. The services provided may include facilitating communication between Federal Emergency Management Agency (FEMA), County Debris Contractors and State agencies and coordination with State insurance representatives, the State Historic Preservation Office (SHPO) and other related agencies.

Release orders for these services will be issued on an as needed basis. A written description will be provided for each service, with specific instructions and project deliverables.

The County reserves the right to add or remove services on an Agreement. The Agreement does not guarantee any quantity of service.

**1.03 DISASTER PLANNING SERVICES**

Contractor shall provide the following services:

- A. Contractor shall aid in preparation for disasters through participation in meetings and workshops. Contractor, at no cost to the County shall:
  - 1. Participate in annual meetings with County representatives and others as required to establish and or review applicable policies and procedures, specific to the County.
- B. Contractor may assist the County in preparing for disasters by providing disaster planning services. Planning services may include but not be limited to the following: developing and or revising disaster management plans; identification and permitting of new Debris

Management Sites (DMS); administration or assistance with private property access such as right-of- entry and hold harmless procedures; developing and coordinating training exercises: other planning, mitigation, and recovery assistance as requested.

#### **1.04 DEBRIS MONITORING SERVICES**

Contractor shall provide the following services:

- A. Contractor will be under the general direction of the County's designated representative as indicated on each release order.
- B. When a disaster occurs or is imminent, the County will notify the Contractor to advise them of the County's intent to activate. The Contractor should anticipate receiving a notice 48 to 72 hours prior to a known event such as a hurricane. For events with limited or no warning, the County will contact the Contractor as soon as practical if their services are required.
- C. Upon issuance of a release order, the Contractor's Project Manager, who shall be the County's primary point-of-contact and responsible for all services provided, including personnel, and other key personnel shall report to the County's representative within six (6) hours after the issuance of a release order has been approved by the County's representative and the Contractor.
- D. Contractor will be issued a release order for requested ~~services~~ and may be requested to provide the following types of services:
  1. Perform debris assessments to determine areas impacted, quantities of debris and types of debris generated and eligibility of the debris in regard to grant agencies policies.
  2. Assist the County by providing guidance for compliance with grant agency policies and procedures.
  3. Complete, or assist in completing FEMA Project Worksheets. Submit worksheets on behalf of the County.
  4. Provide guidance and assist in obtaining permits, licenses, and certifications required for debris recovery operations. Permits that are typically required for debris recovery operations include but are not limited to:
    - a. Structural Permits - construction permits, demolition permits.
    - b. Environmental Permits – asbestos/lead paint abatement, construction permit, and demolition permits.
    - c. Clean Water Act Permits – emergency discharge permit, indirect discharge permit, wetlands disturbance permit, and storm water management permit.
    - d. Clean Air Act (Emissions) Permits - burn permits (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control.
    - e. Florida Department of Environmental Protection (FDEP) permits for debris management sites and public drop-off sites.
  5. Provide personnel to monitor and record debris collection activities as specified by the County's representative.
  6. Provide individual load-ticket information to the Debris Collection Contractor, its subcontractors, and the County. Load tickets shall be designed or formatted so that pertinent information is collected in order to meet grant agencies documentation

requirements for reimbursement purposes.

- a. Load-tickets shall be in an electronic format. Contractor personnel shall be equipped with portable electronic devices to immediately provide load-ticket information to the driver of a Debris Collection Contractor vehicle.
7. Monitor the Debris Collection Contractor's progress and provide a progress report to the County's representative on a continual basis. The Contractor may elect to utilize a web-based interface or other software program to provide information to the County as long as the format is compatible with County's interface and software systems.
8. Assure that all Debris Collection Contractors have unloaded their collection vehicles and ceased collection of debris at the end of each operational day.
9. Assure that all DMS and public drop-off sites are closed and secured, at the end of each operational day.
10. Conduct periodic inspections of the Debris Collection Contractor(s) work areas to ensure that safety regulations are complied with such as traffic control, and the use of personal safety equipment.
11. Provide audit quality load-ticket information and provide reports as requested by the County's representative.
12. Review and verify invoices submitted by the Debris Collection Contractor(s). The review and verification process shall be completed within five (5) calendar days of receipt of the invoice from the Debris Collection Contractor. This includes the submittal of the invoice to the County's representative. Discrepancies in invoices or documentation shall be resolved by the Contractor with assistance of the County's representative within three (3) additional calendar days.
13. Verify that damage to property has been repaired by the responsible party.
14. Respond to and resolve public complaints and concerns.
15. Implement and operate a customer call center to answer citizens questions in regard to debris recovery operations.

#### **1.05 CONTRACTOR PERSONNEL**

Contractor shall provide knowledgeable, trained personnel to perform the services. The Contractor will be required to remove personnel that the County finds unable to provide services in a professional manner. Contractor personnel shall consist of the following positions:

##### **A. Project Manager (PM)**

1. Contractor shall provide a PM for each release order issued. The County representative may approve the PM to manage multiple release orders dependent upon the services requested by the County.
2. PM serves as the Contractor's primary point-of-contact and is responsible for all services and associated personnel.
3. As requested, the PM shall assist in developing incident specific debris recovery plans.

4. As requested, the PM shall provide information to complete release order including estimated expenses. The PM shall route all release orders for approval and signature to the County representative.
5. When a release order has been issued by the County representative, the PM shall obtain personnel and provide the requested services, as specified.
6. PM shall attend meetings related to debris recovery operations as requested by the County representative.
7. PM shall be responsible for the completion and closure of all release orders issued to the Contractor.

B. Operations Manager (OM)

1. OM coordinates and oversees field operations for the Contractor.
2. OM shall attend meetings related to debris recovery operations as requested by the County representative.

C. Field Supervisor (FS)

1. For purposes of the project, FS shall report to the OM.
2. FS shall supervise the Debris Monitors (DM).
3. FS shall resolve field operational, eligibility, safety issues and communicate issue to the OM.
4. FS shall schedule and deploy DMs and oversee their daily activities at the loading, disposal, and staging sites.
5. Conduct or supervise the accurate measurement of load compartments and accurately computes volume capacity of the load compartments in cubic yards (CY) for truck certifications.
6. Document through digital photographs and record measurements and computations for all truck certifications.
7. Collect daily logs from the DMs and tabulate truck load data for the daily report.
8. Performs duties and responsibilities as specified in Exhibit 3, Public Assistance Debris Monitoring Guide.

D. Debris Monitor (DM)

1. Monitors all aspects of the debris removal operation, including activities at loading, staging and disposal sites.
2. Debris monitors may have different roles and responsibilities at different stages in the debris removal operation which shall include but not limited to the below titles.
  - a. Loading Site Monitor (LSM) - performs on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets. Duties include, but are not limited to:
    - i. Photographs debris, document location of debris, and identifies type of debris.
    - ii. Estimates load volumes and issues load tickets to the Debris Collection

- Contractor.
- iii. Checks for safety considerations such as downed power lines utility meters and backflows, fire hydrants, mailboxes and children playing in the area.
  - iv. Ensures that traffic control needs are in place and trucks and equipment are operated safely.
  - v. Documents and photographs damage to property caused by Debris Collection Contractor. Reports damage to their FS.
  - vi. Ensures that loads of debris are contained within the load compartment and if applicable, covered before leaving the loading area.
  - vii. Records location and information for debris that was not collected and the reason why.
  - viii. Performs other duties as directed.
- b. Tower/Site Monitor (TSM) - duties include, but are not limited to:
- i. Accurately measures and documents load hauling compartments prior to debris hauling operations.
  - ii. Periodically checks and recertifies load hauling compartments.
  - iii. Verifies quantity of debris in the Debris Collection Contractor's load.
  - iv. Photograph loads of debris for documentation purposes. Load information shall be recorded with or attached to the photograph.
  - v. Signs each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
  - vi. Verifies that Debris Collection Contractor's loading compartment is empty prior to leaving the DMS and or disposal site.
  - vii. Collects and secures all load tickets and provides tickets to the FS at the end of the shift or as directed by the FS.
  - viii. Performs other duties as directed.
- c. Public Drop-Off Site Monitor (PDS) - duties include, but are not limited to:
- i. Confirms participant eligibility.
  - ii. Records participants information such as their name, home address, and type of debris.
  - iii. Provides site instructions to PDS participants.
  - iv. Documents, signs, and provides load tickets to the Debris Collection Contractor removing debris from the PDS.
  - v. Collects and secures participant information and load tickets and provides to the FS at the end of the shift.
  - vi. Performs other duties as directed.
- d. Supervisor – Administrative, Financial or Call Center (SUP) – duties include, but not limited to:

- i. Coordinates area of responsibility debris recover operation including assigned staff.
  - ii. Implements and maintains a debris management system for load tickets and documentation.
  - iii. Provides daily, weekly, or other periodic reports for the County's representative.
  - iv. Reviews and reconciles invoices for the Debris Collection Contractor(s).
  - v. Provides reconciled invoices to the County's representative for review.
  - vi. Serves as the point of contact to the County's representative for a call center.
  - vii. Provides training as directed by the County's representative to the call center staff.
  - viii. Coordinates and or assists with Right-of-Entry/Hold Harmless processed for private property verification and eligibility.
  - ix. Performs other duties as directed.
- e. Assistant – Administrative, Financial or Call Center (AS) – duties include, but not limited to:
- i. Enters and verifies data accuracy.
  - ii. Creates reports.
  - iii. Answers calls and records callers information.
  - iv. Research property records.
  - v. Performs other duties as directed.

E. The types and number of positions utilized by the Contractor shall be approved in writing by the County's representative prior to the Contractor's use of positions. If the Contractor has not been granted approval to use a position(s), then the Contractor will be responsible for all costs and expenses they have incurred for utilizing the position.

F. Contractor shall not be compensated for stand-by time by the County.

G. Contractor shall provide personnel with a badge that clearly identifies them as an employee of the Contractor. Information on the badge shall include logo or name of the Contractor, name of employee and a recent photograph of the individual. The name badge shall be worn and displayed so that it is visible to the public. All name badges shall be collected and at the end of each shift and held in a secure location by the Contractor. At the termination of employment with the Contractor, all name badges shall be accounted for and destroyed.

## **1.06 RELEASE ORDER**

A. County's representative shall have authority to issue and approve a release order to the Contractor. Each release order will set forth a specific scope of services, duration of work, estimated compensation, and projected completion date. Under no circumstance shall the County be liable for any services rendered unless the written release orders have been approved by both the County and the Contractor.

B. As needed, the County reserves the right to make changes to the release order. Upon notice of a change, the Contractor may be requested to provide a revised estimate for an increase or decrease in cost due to the change and advise if the change will affect the Contractor's ability to meet the completion date for the release order.

- C. If applicable, the Contractor shall suspend work on the portion of work affected by the change.
- D. If the County requires a change to an existing release order, the release order will be revised. The Contractor shall not commence work on the change until the revised release order has been signed by the County's representative and the Contractor.

#### **1.07 SUBCONTRACTORS**

- A. Any use of subcontractors shall be approved in writing, in advance by the County.
- B. Contractor shall be reimbursed at the negotiated price for the work of the subcontractor.

#### **1.08 SAFETY**

Contractor shall take reasonable steps to ensure safety of residents and staff. This includes assuring that traffic control measures have been implemented by the Debris Collection Contractor which may include the use of traffic cones and personnel to direct traffic.

#### **1.09 EQUIPMENT**

- A. All equipment utilized by the Contractor, including the vehicles of temporary staff, shall follow federal, state, and local regulations. Equipment and vehicles shall be maintained so that they are clean, free of fluid leaks, and in good working condition. Vehicles that are not marked with the Contractor's logo and name shall display a temporary sign with the Contractor's logo and name and indicate that they are working with debris recovery operations.
- B. Contractor shall inspect, measure, document including photographs of the equipment and operator, and certify all Debris Collection Contractor's debris recovery equipment. All debris recovery equipment shall be inspected for compliance with Department of Transportation (DOT) specifications. No equipment shall be utilized unless it is in full compliance with DOT including compliance with operator licensing. If a piece of equipment is not certifiable, the Contractor shall notify the County's representative and the Debris Collection Contractor that is responsible for the piece of equipment of the deficiency.
- C. Contractor shall provide and issue equipment labels for debris recovery equipment unless a Debris Collection Contractor provides their own labels. All debris recovery equipment shall be labeled with the primary Debris Collection Contractor's name, that includes the assigned a debris recovery vehicle number, cubic yard capacity, and a brief description of the equipment.
- D. Contractor shall keep a record of all debris recovery equipment and personnel.
- E. Contractor shall periodically spot check debris recovery equipment to ensure that the Debris Collection Contractors have not substituted or modified debris recovery equipment. Discrepancies shall be immediately reported to the County's representative and the equipment shall be immediately taken out of service by the Contractor until the discrepancy has been resolved.

#### **1.10 ENVIRONMENTAL PROTECTION**

- A. Contractor shall comply with federal, state, and local regulations regarding environmental protection.
- B. Contractor shall immediately report and document all incidents to the County's

representative such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks. The County's representative shall review and approve of any cleanup.

### **1.11 MOBILIZATION**

- A. Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) day hurricane forecast, the Contractor shall contact the County regarding potential activation.
- B. It shall be the Contractor's responsibility to maintain regular contact with the County prior to a known threat. For unforeseen events such as but not limited to a tornado, the Contractor shall report to the County's representative within six (6) hours after issuance of an approved mobilization release order.
- C. Contractor shall provide a representative to the County's Emergency Management Operations Center (EOC), or other location as requested by the County's representative.
- D. Within forty-eight (48) hours of issuance of an approved release order, the Contractor shall begin to mobilize resources. Within seventy-two (72) hours of issuance of an approved release order, the Contractor shall be fully operational and ready to provide debris monitoring services.
- E. As part of the Contractor's mobilization, the Contractor may have to provide an office trailer and restroom facilities, or other accommodations as approved by the County's representative for their staff including temporary labor until all release orders have been completed.

### **1.12 WORK HOURS**

- A. Contractor shall conduct debris monitoring operations during daylight hours, unless otherwise directed by the County's representative. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County's representative and the Contractor.
- B. Contractor shall be capable of monitoring debris reduction operations at DMS locations on a twenty-four (24) hour, seven (7) day a week basis.

### **1.13 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

- A. The Contractor shall repair any damages caused by the Contractor's monitoring operations in a timely manner at no expense to the County. All complaints relative to damage shall be investigated by the Contractor and a detailed report submitted to the County within 24 hours from the notice of the complaint. The detailed report shall include at a minimum, the location of the damage, description of the damage, photograph of the damage, property owner information, site contact information, and a timeline for the damage to be resolved by the Contractor.
- B. If there is disagreement between the property owner and the Contractor in regard to the completion of the repair, the County's representative shall make the final determination on completion of the repair. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County making the necessary repair to the property of which will be paid for by deducting the total expenses for the repair from the Contractor's invoice.

#### **1.14 COMPENSATION**

- A. Debris monitoring services are primarily a contingency service that will be activated only in the event of an emergency. As such, no compensation will accrue to the Contractor unless and until the resulting release order is activated either in anticipation of a natural disaster or immediately after a disaster. If the County requires disaster planning services a release order will be issued for requested work.
- B. The County will pay the Contractor in accordance with the negotiated price for services rendered and reflected in an authorized release order.
- C. Drafts of all invoices, including backup information shall be submitted to the County's representative for review prior to submitting the invoice to the Clerk of the Court for payment.
- D. Invoices must reference the release order and Purchase Order number. Invoices shall include audit quality detail to satisfy reimbursement agencies requirements.
- E. Contractor must submit a final invoice for the release order within thirty (30) calendar days of completion of a release order. Completion of a release order will be acknowledged, in writing, by the County's representative. The final invoice must be marked "FINAL INVOICE". No additional invoices shall be submitted for the release order after the Contractor's final invoice has been approved for payment.

#### **1.15 AUDITS**

- A. Contractor shall maintain financial and other records to justify all costs incurred in performing the work for a minimum of seven (7) years from completion of the release order.
- B. County shall have access to all information, such as books, records, and documents as required in this section for the purpose of inspection, reproduction, or audit without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to the County within a time period specified by the County.

#### **1.16 REPORTS AND DOCUMENTATION**

- A. Contractor shall prepare and submit operational reports as requested by the County's representative. Reports shall document the activities and progress of debris recovery operations.
  - 1. Examples of reports that may be requested, may include the progress of the debris collection operation, including the area of collection, estimations of quantities and types of debris collected, total of cubic yards of debris collected, reduced, and hauled to final disposal sites, number of debris collection crews, vehicles, and personnel.
  - 2. Participation at DMS sites to include the number of daily participants, number of load tickets issued, and the amount of debris in cubic yards removed from the site.
- B. Contractor shall document daily recovery operations to ensure that proper records are maintained for reimbursement of expenses by grant agencies. This includes meeting notes and correspondences with the recovery Contractors, regulatory, and emergency management agencies.
- C. Contractor shall assist the County in preparing reports necessary for reimbursement by grant agencies for disaster recovery operations by the County.

**1.17 COMPLIANCE WITH LAWS**

In performance of services, the Contractor will comply with regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

**END EXHIBIT 1**

## **EXHIBIT 2, PROPOSAL RESPONSE REQUIREMENTS**

### **RFP No. 22-R079156SB**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each Proposer provides will be used to determine those Proposers with the background, experience, and capacity to perform the scope of services as stated in this RFP and which proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section B, Evaluation of Proposals.

#### **2.01 INFORMATION TO BE SUBMITTED**

The contents of each Proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

#### **2.02 PROPOSAL FORMAT**

##### **TAB 1 - INTRODUCTION**

In Tab 1, include the following in the Proposal.

1. A cover page that identifies Proposer, the RFP by title and the RFP number.
2. An introductory letter/statement that describes your proposal in summary form (limit 2 pages).
3. A table of contents.

##### **TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS**

In Tab 2, submit the information and documentation requested that confirms Proposer meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

**No documentation is required. The County will verify registration.**

2. Proposer has provided Debris Monitoring and Disaster Planning Services for at least three (3) governmental clients since April 1, 2011, who are agreeable to responding to an inquiry by the County. References should include the following information:
  - a. **Client name**
  - b. **Client address**
  - c. **Client contact name**
  - d. **Client contact phone number**
  - e. **Client contact email address**
  - f. **Brief description of all services provided (1-2 sentences)**
  - g. **Performance period (start/end dates)**

3. Proposer is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

**No documentation is required. The County will verify.**

4. Proposer is not on the Florida Suspended, Debarred, Convicted Vendor List.

**No documentation is required. The County will verify.**

5. Proposer is not on the Federal Excluded Parties (Convicted Vendor) List.

**No documentation is required. The County will verify.**

6. Proposer is not on the FDOT Contractor Suspension List.

**No documentation is required. The County will verify.**

7. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes, or environmental law in the past five (5) years.

**Proposer must complete Form 3 and submit with its Proposal in Tab 3 attesting that it has not been convicted of a public entity crime or environmental law in the past five (5) years.**

8. If Proposer is submitting as a joint venture, Proposer must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation.**

**If Proposer is not a joint venture, provide a statement to that effect with the Proposal.**

9. Proposer has no reported conflict of interests in relation to this RFP.

**If there is a potential conflict of interest, on a separate page submit a statement to that effect and disclose the name of any officer, director or agent who is an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches.**

**If no conflicts of interests are present, Proposer must complete Form 4 and submit with its Proposal in Tab 3.**

### **TAB 3 – FORMS**

In Tab 3, provide the completed and executed Forms included in this RFP.

- Form 1, Acknowledgement of Addenda
- Form 2, Proposal Signature Form
- Form 3, Public Contracting and Environmental Crimes Certification
- Form 4, Conflict of Interest Disclosure Form
- Form 5, Non-Collusion Affidavit
- Form 6, Truth-in Negotiation Certification
- Form 7, Scrutinized Company Certification
- Form 8, Insurance Statement
- Form 9, Indemnity and Hold Harmless
- Form 10, Clean Air and Federal Water Pollution Control Acts
- Form 11, Debarment and Suspension
- Form 12, Byrd Anti-Lobbying Amendment
- Form 13, Minority/Women-Owned/Labor Surplus Firms' Participation

### **TAB 4 - TRADE SECRETS**

In Tab 4, Pursuant to Section A.28, Trade Secrets, identify any trade secret being claimed.

**NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered.**

Proposer must submit purported trade secret information as follows:

1. Trade secret material must be segregated in a separate document, from the portions of the Proposal that are not being declared as trade secret. NOTE: Trade secret requests made after the Due Date and Time are not allowed.
2. Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall provide a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.
3. Proposer shall provide an additional hard copy and electronic copy of its proposal that redacts all designated trade secrets.

### **TAB 5 - PROPOSER STATEMENT OF ORGANIZATION**

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.  
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)  
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas, or Sarasota counties. Include the following:
  - a. Address

- b. City, State, Zip
  - c. Phone
  - d. Number of years at this location
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
  8. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
    - a. Name
    - b. Phone
    - c. E-mail
    - d. Mailing Address
    - e. City, State, Zip
  9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
  10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

**TAB 6 – PROPOSER AND TEAM'S EXPERIENCE (MAXIMUM 35 POINTS)**

In Tab 6, provide details of Proposer and its team's experience to include the following:

1. Provide a summary of Proposer's background, size, and years in business.
2. Provide Proposer's years of experience in debris monitoring and disaster planning services, particularly for other government agencies in Florida.
3. Identify and include information regarding experience and qualifications of Proposer's key staff (e.g., project lead, managers, supervisors) to be assigned to the services. Include a resume for each with their full name, name of the firm(s) for their current and previous employers, professional credentials (e.g., certifications and/or licenses), and the roles and duties which the individual(s) will provide to the County. Include the address of their current primary office location, email address and phone number.
4. Identify any proposed subcontractors to accomplish the work. Include the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to debris monitoring and disaster planning services.
5. Describe any significant or unique accomplishments or recognition received by Proposer or its subcontractors in previous similar services.
6. Provide an overview of at least three (3) prior projects where the Proposer provided debris monitoring services for governmental customers. (limit two (2) pages per project description).
7. Provide an overview of at least one (1) prior project where the Proposer provided disaster planning services for a governmental customer. (limit two (2) pages per project description).

**TAB 7 – CAPACITY (MAXIMUM 30 POINTS)**

In Tab 7, provide the Proposer’s capacity for the provision of services:

1. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
2. Details of Proposer’s staffing resources, at the location that will provide services to the County as well as corporately, by discipline and the number of personnel within each discipline.
3. If Proposer’s staffing resources includes subcontractors, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
4. An organizational diagram clearly identifying key personnel who are designated to provide the services to the County and indicate their functional relationship to each other.
5. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer’s business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County’s audit and/or financial analysts will report their findings in a summary report to the Purchasing Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.
6. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
7. Detail Proposer and any subcontractor’s current workloads and any projected changes to the workload within the next six (6) months.

**TAB 8 – APPROACH (MAXIMUM 30 POINTS)**

In Tab 8, provide Proposer’s project approach to include the following:

1. Provide a detailed plan of the Proposer’s ability and willingness to meet the required services as identified in Exhibit 1, Scope of Services.
  - a. 1.03 – Disaster Planning Services
  - b. 1.04 – Debris Monitoring Services
2. Provide details of implementation plan and schedule for work specified.
3. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
4. Proposer shall thoroughly explain:
  - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision.

- b. How the Proposer physically plans on attending pre-scheduled meetings.
  - c. How the Proposer plans on ensuring accessibility and availability during the term of the Agreement.
5. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.

**TAB 9 - FEE RATE SCHEDULE (MAXIMUM 5 POINTS)**

Proposers shall provide hourly rates for the various positions for the services required by the County based on the requirements stated in Exhibit 1, Scope of Services, of this RFP.

**END EXHIBIT 2**

EXHIBIT 3  
RFP No. 22-R079156SB

# Public Assistance Debris Monitoring Guide

March 2021



**FEMA**



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## Purpose

When a disaster or emergency that generates large amounts of debris occurs, the Federal Emergency Management Agency (FEMA), through its Public Assistance (PA) program, may reimburse eligible PA Applicants, including State, local, tribal, and territorial (SLTT) governments and certain Private Nonprofit (PNP) organizations, for costs associated with debris removal operations.

This *Debris Monitoring Guide* provides PA Applicants and Recipients (States, Territories, or Tribes that are the pass-through entity between the Applicant and FEMA) with guidance on monitoring debris removal operations and eligibility requirements associated with necessary work and reasonable costs to carry out a debris monitoring program.

## Executive Summary

Effective coordination is required between the Applicant, the Recipient, and FEMA to ensure that debris removal operations are efficient, effective, and eligible for FEMA PA grant funding. Applicants must monitor their debris removal operations and document work and costs that may be eligible for reimbursement through the PA grant program. Monitoring debris removal operations requires observation and documentation of all work from the point of debris collection to final disposal. This is to ensure that all work performed is in accordance with PA guidelines and all applicable Federal and SLTT laws and regulations. Failure to properly monitor debris removal operations may jeopardize PA funding.

In monitoring all aspects of its debris removal operations, including activities at all loading, staging, and disposal sites, the Applicant can use its own staff (force account labor) or procure a contract for these services. Applicants are required to use competitive contract bidding procedures when procuring these services, unless circumstances only allow for a noncompetitive method of procurement. Contracting out debris monitoring services does not absolve the Applicant of their responsibility to supervise the performance of the contract. The Applicant should provide clear direction, direct supervision, and a system of control and verification of the performance of debris monitoring contract services. Overall, Applicants are strongly encouraged to work with SLTT emergency management staff and FEMA to ensure compliance with the provisions of the PA program.

While the Applicant has the primary responsibility for daily monitoring operations, the Recipient is responsible for verifying that those monitoring activities are implemented. The primary role of FEMA is to provide technical assistance and debris monitoring guidance to ensure that PA grant requirements and eligibility criteria are met by the Applicant in all areas of the debris operation. FEMA will evaluate the level of effort of debris monitoring operations for reasonableness when determining the eligibility of debris monitoring costs. The level of effort for debris monitoring operations should be proportionate with the magnitude of the disaster, the types and quantities of debris to be removed, and the scope of the debris removal operation.

A good debris monitoring program should ensure accurate documentation of debris removal and disposal operations and associated costs. This documentation serves as the basis for PA Project Worksheets (PWs), which document work and costs eligible for reimbursement from FEMA. Debris monitoring documentation is critical to verify that debris operations are eligible for reimbursement, costs are reasonable, debris quantities are accurate, debris is tracked to its final disposition, and all work and costs comply with regulatory requirements.

Pursuant to FEMA Directive 112-12, this guidance will have a review cycle of no greater than three years. The FEMA PA Division will be responsible for any updates and changes to this guidance.

## Chapter 1: General Eligibility Requirements

In order for debris removal activities to be eligible for PA program funding, debris must be generated by a Presidentially declared disaster; be located within the designated disaster area; be the legal responsibility of an eligible Applicant to remove; and present an immediate threat to life, improved property, or public health and safety. Applicants should consult FEMA's *Public Assistance Program and Policy Guide*<sup>1</sup> (PAPPG), which provides comprehensive information regarding FEMA assistance and the requirements that Applicants must meet in order to receive assistance for debris removal activities.

### A. Eligible Debris Monitoring Work and Costs

The Applicant is responsible for monitoring debris operations to ensure that debris removal activities claimed to the FEMA PA program for reimbursement are completed in accordance with contract specifications and other supplemental guidance, PA program eligibility criteria, and applicable Federal and SLTT laws, regulations and other requirements. FEMA PA personnel will determine eligibility based on the defined scope of work (SOW) of the debris removal operation, field observations, documentation, and reasonable costs. Eligible activities should be clearly documented on loading tickets and the summary of debris totals.

Reasonable costs associated with the following debris monitoring activities may be eligible for PA funding:

- Labor and material costs associated with debris monitoring staff such as field supervisors, loading and tower/site monitors, and staff needed to complete documentation as necessary to substantiate PA grant funding;
- Data compilation of load tickets and field debris monitoring reports to verify eligible work and costs invoiced by the debris removal contractor (if under contract);
- Training of debris monitors on debris removal operations, debris monitoring and documentation processes, and FEMA eligibility (FEMA can provide training to Applicant debris monitors upon request); and/or
- Use of electronic load ticket system or automated debris monitoring system (ADMS) to document debris quantities and eligibility. The Applicant should demonstrate through a cost analysis that the use of the system is cost effective and the cost is reasonable.

### B. Reasonable Cost Guidance

Costs associated with debris monitoring must be reasonable and necessary.<sup>2</sup> Competitively bid debris monitoring contracts that comply with Federal and SLTT procurement regulations and procedures will help to establish reasonableness for debris monitoring costs. Federal procurement standards are found in Title 2 Part 200 of the *Code of Federal Regulations*.<sup>3</sup>

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<sup>1</sup> *Public Assistance Program and Policy Guide* (PAPPG) Version 4 located at:

[www.fema.gov/sites/default/files/2020-06/fema\\_public-assistance-program-and-policy-guide\\_v4\\_6-1-2020.pdf](http://www.fema.gov/sites/default/files/2020-06/fema_public-assistance-program-and-policy-guide_v4_6-1-2020.pdf)

<sup>2</sup> 2 Code of Federal Regulations (C.F.R.) Part 200, Subparts D and E.

<sup>3</sup> 2 C.F.R. §§ 200.317 - 200.327.

In determining if costs are reasonable, FEMA performs a preliminary review of the documentation to assess the complexity of the project and expertise required to conduct the work. Specific to debris monitoring, FEMA determines reasonableness<sup>4</sup> by evaluating:

- **Labor:** Are labor rates, labor classifications, and number of proposed labor hours reasonable for the proposed SOW? The labor rates should be commensurate with the skill level required by the job function. Professional engineers and those with similar qualifications are not required to perform debris monitoring duties.
- **Materials and Supplies:** Are costs necessary and reasonable for the materials and supplies, considering the type of work being performed.
- **Profit:** Was profit negotiated as a separate element of the contract price?<sup>5</sup>

### ***Project Management and Design Services***

Costs which are considered project management and/or design services<sup>6</sup> differ from eligible debris monitoring costs. Project management and design services are expenses for the initial design and oversight of work performed related to an eligible project from the design phase (when necessary) to the completion of work. These costs should be documented and claimed separately. The eligibility of this work and its cost will be evaluated on a case-by-case basis.

Such project management and/or design services may include costs associated with direct management and oversight of the debris removal operation by an Applicant's force account labor or by a consulting firm retained to analyze, design, and oversee the debris removal operation. These costs may also include labor costs associated with project management services for the debris removal operation, developing reports to establish contractor performance measures, and evaluating operational efficiency. These costs are separate and distinct from costs related to management and administration of PA awards and subawards.<sup>7</sup>

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<sup>4</sup> Chapter 6:I.A. Reasonable Cost Analysis of the PAPPG (V4).

<sup>5</sup> 2 C.F.R. § 200.323(b).

<sup>6</sup> Chapter 6:XV. Project Management and Design Services of the PAPPG (V4).

<sup>7</sup> Chapter 6:XVI. Grant Management and Administration of the PAPPG (V4).

## Chapter 2: Debris Monitoring Roles and Responsibilities

The Applicant has the primary responsibility for monitoring its debris removal operations. The Recipient, as a pass-through entity, is responsible for ensuring that Applicants comply with grant conditions and monitoring the activities of the Applicant. FEMA provides guidance and technical assistance and makes final eligibility determinations related to debris-related work and costs.

### A. Applicant's Role and Responsibilities

Applicants are required to maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.<sup>8</sup> Debris monitors serve as the Applicant's field representatives. They ensure that the terms and specific monitoring and documentation requirements of debris removal contracts are adhered to and met. Having a debris monitor does not relieve Applicants of the obligation to maintain oversight over both the debris monitoring and debris removal costs.

FEMA recommends that Applicants clearly outline their debris monitoring requirements in their debris management plan, requests for proposals (RFPs), and debris removal contracts. These documents should include instructions on actions the Applicant needs to take to document and correct non-compliance issues. If an Applicant undertakes work that is ineligible for FEMA funding, a methodology should also be established to separate ineligible work from eligible work. Optimally, this methodology should be discussed with the Recipient and FEMA prior to implementation to ascertain compliance. Refer to Appendix B: Sample Debris Monitoring Plan and Monitoring Forms for a sample debris monitoring plan, including monitoring forms and refer to Appendix C: Monitoring Contract Process/Documents for Contract documents.

### B. Recipient's Role and Responsibilities

While the Applicant has the primary responsibility for daily monitoring operations, the Recipient is responsible for verifying that those monitoring activities are implemented. As Recipient, the State or Tribe are the pass-through entity between the Applicant and FEMA. The Recipient should ensure that the Applicant is complying with all grant requirements and is performing adequate monitoring. The Recipient may conduct random monitoring at loading and disposal sites to ensure compliance with PA grant requirements. Refer to Appendix A: Field Reference Guides for more information.

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<sup>8</sup> 2 C.F.R. § 200.318(b).

### **C. FEMA Public Assistance Role and Responsibilities**

The primary role of FEMA is to provide technical and debris monitoring guidance to ensure that PA grant requirements and work and costs in all areas of the debris operation meet PA eligibility criteria. FEMA may also conduct random, periodic checks of debris loading, staging, reduction, and disposal sites. FEMA is responsible for:

- Determining whether the debris removal activities are eligible;
- Verifying compliance with all environmental and historic preservation laws and executive orders; and
- Reporting any noncompliance, misconduct, or other issues for resolution with the Recipient and Applicant.

In disasters where the estimated amount of debris is 200,000 cubic yards (CY) or greater, the Federal Coordinating Officer (FCO) may provide technical expertise and advise to the Recipient or Applicant on debris monitoring through a mission assignment with the U.S. Army Corps of Engineers (USACE).

FEMA does not direct field operations on behalf of the Applicant. FEMA is not a party to the Applicants contract and will not resolve disputes. The Applicant is responsible for implementing and managing its debris removal and monitoring activities. Refer to Appendix A: Field Reference Guides for additional information.

## Chapter 3: Debris Monitoring Resources and Duties

### A. Force Account Resources

Applicants are encouraged to use their own employees (force account labor) to monitor debris removal operations.<sup>9</sup> An Applicant's own employees are the most familiar with the jurisdiction and know the priorities of the Applicant's debris management plan.

Other benefits of using force account labor for debris monitoring include:

- The local workforce may be able to respond immediately after the disaster.
- Standard timesheet and equipment documentation procedures are typically adequate for documentation purposes.

### B. Contractor Resources

An Applicant may hire contractors to provide debris monitoring services. Debris monitoring contractors should not be employed by or affiliated with the debris removal contractor.

Applicants are required to use competitive contract bidding procedures when procuring these services, unless they can justify sole sourcing.<sup>10</sup> If the Applicant, in compliance with SLTT law, wants to issue a sole source contract rather than conduct a sealed bidding process, the Applicant would have to demonstrate that there are "exigent circumstances" necessitating procurement by non-competitive methods and use of a sealed bidding process would cause an unacceptable delay. Applicants are also required to maintain proper oversight of these contracts to ensure compliance with contract terms.<sup>11</sup> The Applicant must include in the contract a termination date for the non-competitively procured contract and justify in writing why the period of performance is reasonable under the prevailing circumstances.<sup>12</sup> More information on debris monitoring contracts is found in Chapter 4: Debris Monitoring Contract Provisions and Methods.

### C. General Debris Monitor Qualifications

Applicant debris monitors should:

- Fully understand their responsibilities in accordance with the terms of the debris removal contract and other specific guidance provided by the Applicant;
- Possess the capability to estimate debris quantities accurately and objectively;
- Understand all phases of debris management operations, including loading sites, debris management sites (DMSs), and final disposition locations;
- Be able to differentiate between debris types;
- Be able to complete load tickets properly;
- Understand site safety procedures;
- Communicate effectively and efficiently; and
- Possess previous construction site experience (preferred).

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<sup>9</sup> 44 C.F.R. § 206.228.

<sup>10</sup> 2 C.F.R. § 200.320(f) or analogous state obligations if procurement under 2 C.F.R. § 200.317 auspices.

<sup>11</sup> 2 C.F.R. § 200.318(b).

<sup>12</sup> See generally 2 C.F.R. § 200.320(f).

- Have general knowledge pertaining to the operation of large construction machinery (preferred).

Debris monitors do not need to be registered professional engineers.

In addition to the general qualifications for debris monitors, field supervisors need to:

- Possess the ability to communicate with field staff as well as management;
- Be able to resolve conflicts and issues in the field; and
- Understand when to elevate issues to the Applicant's management.

## **D. Types of Debris Monitors**

Applicants need to monitor all aspects of the debris removal operation, including activities at all loading, staging, and disposal sites. Debris monitors may have different roles and responsibilities at different stages or components of a debris removal operation; an individual may assume the role of each monitor type at various stages of the disaster. Debris monitors report directly to the field supervisor regarding their daily oversight. All logs and load tickets are submitted daily to the field supervisor. See Appendix A: Field Reference Guides for lists of debris monitoring duties by type of debris monitor.

### ***Loading Site Monitors***

Loading site monitors perform on-site, street-level debris monitoring at all loading sites to verify debris eligibility based on contract requirements, and initiate debris removal documentation using load tickets. Loading site debris monitors' primary duties are:

- Estimating load volumes and issuing load tickets at the load sites, retaining a copy of the ticket (for detailed description of load ticket chain-of-custody, refer to Appendix B: Sample Debris Monitoring Plan and Monitoring Forms); and
- Maintaining logs of daily subcontractor performance, eligibility, or other activities as required.
- Can be a roving monitor who follows a truck around throughout the day or checks-in on multiple loading trucks. Produces roving monitor report.

### ***Tower/Site Monitors***

Debris monitors at a DMS are often referred to as "tower" or "site" monitors." Tower/site monitors' primary duties are:

- Accurately measuring and documenting load hauling compartments prior to debris hauling operations (and recertifying on regular basis);
- Collecting and physically controlling load tickets;
- Ensuring that all debris is removed from trucks at DMSs;
- Monitoring DMS development and restoration; and
- Overseeing debris reduction (grinding, burning, chipping, etc.).

### ***Field Supervisor***

The Applicant's field supervisor resolves field operational, eligibility, and safety issues, and communicates these issues to the Applicant. They may also coordinate daily activities with FEMA, the Recipient, and Applicant field personnel. The field supervisors' primary duties are:

- Scheduling and deploying the loading and tower/site debris monitors and overseeing their daily activities at loading sites and disposal and staging sites;
- Conducting or overseeing truck certifications, load measurements, and photo-documentation as required; and
- Collecting daily logs from the debris monitors and tabulating truck load data for the daily report.

### **E. Reasonable Level of Effort Guidance**

All costs must be associated with a reasonable level of effort, including appropriate numbers of debris monitoring personnel and clerical staff related to the scope of the debris removal operation. FEMA will evaluate the level of effort of debris monitoring operations for reasonableness when determining the eligibility of debris monitoring costs. The level of effort for debris monitoring operations should be proportionate with the magnitude of the disaster, the types and quantities of debris to be removed, and the scope of the debris removal operation. Historical data for debris monitoring operations suggests the following level of effort may be appropriate for field efforts.

#### ***Level of Effort for Debris Loading Sites***

- **Rural areas:** One loading monitor may be provided for each loading device/location in order to properly observe all debris loading activity. The number of loading monitors can be amended to allow one monitor to oversee two or three contractor loading sites, if the loading activity can be properly observed from a single controlled location and the collected debris can be documented and verified as eligible or ineligible.
- **Urbanized or higher-density areas:** One loading monitor may be provided for each loading site. One loading monitor may be provided for every three to four loading sites if the loading monitor can monitor the sites via line-of-sight or a controlled access point.

#### ***Level of Effort for Debris Management Sites***

- **Tower/site monitors:** Tower/site monitors are required at DMSs regardless of if the site is a temporary or a permanent one. Depending on the set-up of the DMS, a minimum of one tower/site monitor is required to document load quantities and verify that trucks are emptied. Additional tower/site monitors may be needed at exit locations to verify that trucks are emptied, or at reduction (grinding burning, chipping, etc.) locations to document and verify production rates.
- **Field supervisors:** If multiple DMSs are in operation, one field supervisor may be added for every 10 debris load site monitors, or as needed for exceptionally large and unique operations to ensure adequate management of operations.
- **Clerical/data entry support:** Typically, one or two data entry personnel can accommodate the daily data amassed when debris operations use load tickets for

documentation. Larger or faster operations with a multitude of reports may require additional clerical support. The number of clerical/data entry personnel should be adjusted to the needs of the Applicant. The use of automated debris monitoring documentation systems may significantly reduce the required level of effort for data entry support.

## Chapter 4: Debris Monitoring Contract Provisions and Methods

When procuring contracts for debris removal operations and monitoring services, Applicants must use their standard procurement processes and practices that conform to SLTT procurement policies and regulations, as well as those required by Federal regulations.<sup>13</sup> Failure to adequately follow procurement requirements may result in the deobligation of all or some of an Applicant's PA funding. If a Federal requirement is different than the SLTT requirements, or the Applicant's own requirements, it must use the more restrictive requirement.<sup>14</sup>

Applicants are strongly encouraged to work with SLTT emergency management staff and FEMA to ensure compliance with the provisions of the PA program, as well as other applicable statutes and regulations, if they intend to seek PA grant funding. Upon request, FEMA PA program personnel will review an Applicant's procurement process to highlight potential instances of non-compliance with the federal procurement rules.<sup>15</sup> FEMA can also provide high-level reviews of contracts to highlight potential instances of non-compliance with the federal procurement rules.

### A. General Procurement and Contract Oversight

Applicants are strongly encouraged to consider, and/or comply with, the following guidance when procuring and overseeing contracts for debris monitoring services:

#### ***Procurement Process***

- Use competitive bidding procedures to meet procurement requirements for Federal grants.<sup>16</sup>
- Use abbreviated emergency procurement procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures and if they are allowed under SLTT and Federal laws, codes, or ordinances.
- Maintain records regarding the history of the procurement<sup>17</sup> and document procedures used to obtain/award contracts (procurement information, bid requests, and tabulations, etc.).
- Seek legal review of the contract from Applicant's legal counsel and the process used to procure it, to ensure compliance with all applicable Federal and SLTT requirements.

#### ***Scope of Work***

- Verify that all requests for proposals, bids, and contracts have a well-defined SOW, specified costs, basis of payment, performance schedule, and descriptions of the type of service provided by each labor category and skill class.

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<sup>13</sup> 2 C.F.R. § 200.318(a).

<sup>14</sup> Chapter 6:VIII.B. Procurement and Contracting Requirements for Tribal and Local Government Agencies and Private Nonprofits of the PAPPG (V4).

<sup>15</sup> 2 C.F.R. §§ 200.317 - 200.327.

<sup>16</sup> 2 C.F.R. § 200.319.

<sup>17</sup> 2 C.F.R. § 200.318(i).

- Ensure that labor rates are commensurate with the skill level required by the debris monitoring job function. Professional engineers and other similar qualifications are not required to perform monitoring duties.
- Use a load ticket system (paper or electronic) to record with specificity where debris is picked up (e.g., street address) and the amount picked up, hauled, reduced, and disposed of.
- Ensure that the level of effort provided by the monitoring contractor and the contract terms is reasonable.

### **Reasonable Costs**

- Ensure that debris monitoring contract costs are reasonable and necessary.<sup>18</sup> Competitively bid contracts that comply with Federal and SLTT procurement regulations and procedures will help to establish reasonable costs for the work.
- The Applicant must perform a price/cost analysis for all contractors or contract modifications over the simplified acquisition threshold currently set at \$250,000.<sup>19</sup> Additionally, profit must be negotiated as a separate element when performing a cost analysis and for each contract when there is no price competition.<sup>20</sup>

### **Contract Requirements**

- Award contracts to responsible bidders who are reputable and qualified contractors.
  - Conduct reference checks on contractors' performance history with the State's contractor licensing board and with previous clients before awarding contracts.
  - Verify that potential contractors are not on a State's "Debarred Contractor" listing.<sup>21</sup>
  - Check SAM.gov to verify that potential contractors have not been suspended or debarred from performing work funded by the federal government.
- Require the contractor to provide a safe working environment, including properly constructed monitoring towers.
- Ensure that complete and accurate records are kept of contractor activities and costs to include in reimbursement requests.

## **B. Basis of Payment**

The basis of payment and the payment process must be clearly outlined in the contract. Contractor payments should be based upon verification of completed work, and the required information for the payment request should be included within the provisions of the contract.

The SOW and costs for the service are key factors in analyzing reasonable costs. When determining if a cost for debris monitoring is reasonable, FEMA considers the level of effort required for the monitoring services, supervision, and support services to perform the job requirements effectively and efficiently. Debris monitoring services should be tailored to the scale of the debris operations, the schedule requirements, and the Applicant's overall concept of

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<sup>18</sup> 2 C.F.R. Part 200, subpart E.

<sup>19</sup> The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. § 2.101. The threshold is adjusted periodically for inflation.

<sup>20</sup> 2 C.F.R. § 200.324(b).

<sup>21</sup> 2 C.F.R. § 200.318(h).

operations. This includes planning for the number of DMSs and final disposition sites, acceptable travel distances, truck routes, neighborhood safety issues, personnel planning, and documentation requirements.

The debris monitoring contract must include the applicable contract provisions addressing payment, contract duration, performance measures, termination for convenience, termination for cause, and a conflict resolution process, and any other required contract provisions.<sup>22</sup> The Applicant should:

- Consider using a progress payment method for contract services. This method requires specific documentation from the contractor to verify and validate the completed work and support the contractor's invoices.
- Provide supervision and oversight of the debris monitoring operations to ensure that only approved and necessary hours are applied to the debris monitoring contract. Applicants are required to maintain contractor oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.<sup>23</sup>
- Confer with the contractor to determine the deployment of monitors, daily schedules, and the number of personnel, supervisors, and clerical/data support assigned at any given time.

Generally, documentation for debris monitoring reimbursement includes:

- Personnel assignments, duties, and responsibilities
- Timesheets
- Debris monitoring reports
- Debris totals (CY and tonnage)
- DMS reports
- Exception reports (when debris monitoring reveals problems with debris operations)
- Truck/Trailer Certification reports
- Geographic information system (GIS) planning and progress reports
- Debris progress reports
- Safety reports

### **C. Duration of Contract**

Debris removal and monitoring services contracts should include specific timelines for work to be completed. The contract should clearly state the duration and the scheduled milestones. By doing so, the Applicant sets clear expectations for the contractor. Moreover, the contractor can effectively manage resources and schedule work to meet the Applicant's requirements. The Applicant should determine the contractor's mobilization requirements (e.g., whether debris monitors are required during the debris clearance phase).

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<sup>22</sup> 2 C.F.R. § 200.327.

<sup>23</sup> 2 C.F.R. § 200.318(b).

## **D. Performance Measures and Termination Clause**

The contract should include performance measures that specify how performance will be evaluated and measured, including the size and number of monitoring crews, the number of truckloads monitored each day by the monitoring crews, the number of truckloads arriving at each DMS or final disposition site, the processing rate for a reduction site, and the number of monitoring crews in relation to the debris removal crews. Additionally, all contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which termination will be effected and the basis for settlement. This clause should describe probable reasons for termination.

## **E. Conflict Resolution Process**

The conflict resolution process should be well defined in the contract. The process should include alternatives for mediation in case an issue proves difficult to resolve. Contracts in excess of \$250,000 must include a remedies clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.<sup>24</sup>

## **F. Types of Debris Removal Contracts**

There are several types of debris removal contracts and each type of debris removal contract has variables that can dictate adaptations to the necessary debris monitoring activities to protect the Applicant's interests. The different types of contracts, specific contract provisions, monitoring efforts, and documentation requirements are described in this discussion and summarized in Table 1 at the end of Section 6. The most common types of debris removal contracts are unit price, lump-sum, and time-and-materials (refer to Appendix A: Field Reference Guides).

### ***Unit Price***

Unit price contracts are used when the individual work tasks are known, but the total amount of work cannot be known in advance. Units of work can be measured in terms of weight, volume, or any other quantifiable measure (Figure 1). The contractor uses estimated quantities to establish a total contract price.

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<sup>24</sup> 2 C.F.R. § 200.327.

Since a unit price contract is initiated based on an estimate of debris quantities, documentation of the location, eligibility, and quantities of debris (CY or tonnage) during the debris processing is essential.

- Debris monitoring is essential during pick up, transportation, eligibility determination, segregation, staging, reduction, and final disposition.
- The Applicant should manage the measurement of the trucks/trailers used to haul the debris. The volume of each truck should be measured and certified before being allowed into service.



**Figure 1:** Debris Monitors Determine Type and Quantity of Debris

### ***Lump-Sum***

Lump-sum contracts are used when the SOW can be identified and quantified. Bid requests for lump-sum contracts include a set of specifications that have a well-defined SOW for a finite amount of time.

The advantage of a lump-sum contract is that the total price for the specified work is known at the time the contract is awarded. For example, 250 tons of mulched debris hauled from 1000 N. Debris Road to the county landfill at 3450 S. Main Street will equal \$XX,XXX.

Loading monitors are required to validate that only contract-identified debris is collected. These quantities should match the quantities identified in the debris removal contract.

- The DMS site/tower monitors should carefully review the processing of materials, especially the quantities of materials collected for processing (grinding, burning, chipping, etc.), and the quantities at the back end of the processing.
- Documentation of truckloads and debris volumes are still needed if the final tally of debris quantities vary significantly from the original contract estimates; change orders may be necessary to adjust the contract price. This documentation is essential to establish final debris volumes.
- When applicable, the debris quantities entering a DMS should be compared with the debris quantities that have been processed. For example, chip piles or outbound truckloads can be measured to corroborate the debris volumes.

### ***Time-and-Materials***

A time-and-materials contract establishes hourly rates for labor and equipment that will be used to perform specific tasks. For example, backhoe with loader, X CY bucket, and operator = \$XX/hour. The contractor is paid based on the sum of the actual cost of materials and the direct

labor hours charged at a fixed hourly rate that reflect wages, general and administrative expense, and profit.<sup>25</sup>

Applicants should work closely with the SLTT and FEMA when awarding such contracts to ensure PA eligibility requirements are met. The following requirements apply to time-and-materials contracts and must be memorialized:

- Use only after determining that no other contract type is suitable;
- Time-and-materials contract must contain a not-to-exceed clause;<sup>26</sup>
- The contract must include a ceiling price which the contractor exceeds at its own risk;
- The Applicant must maintain a high degree of contractor oversight to avoid any unnecessary cost overruns; and
- Once the scope of work becomes clear, the Applicant must transition to a more suitable contract type.



**Figure 2:** Type and Duration of Equipment Used Must Be Documented

A higher level of monitoring of time-and-materials contracts is required. Debris monitors should produce daily inspection reports that clearly quantify the amount of work accomplished each day, including:

- The number of hours worked (scheduled work hours/crew size).
- The type and quantity of each type of truck/trailer/equipment used (Figure 2).
- Verification of equipment hours. Only active work hours should be submitted for FEMA reimbursement.
- Standby time is not eligible for FEMA reimbursement.
- Verification of labor hours as compared to equipment hours. Intermittent use of equipment may result in a crew having more equipment hours than labor hours; this type of discrepancy needs to be verified by the debris monitors.
- The weather conditions as they affect daily work.
- Production rates for each staging and reduction site.
- Quantities of debris hauled (CY or per ton). If debris is hauled based on CY, load tickets may be used as a way of checking contractor efficiency.

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<sup>25</sup> 2 C.F.R. § 200.318(j)(1).

<sup>26</sup> 2 C.F.R. § 200.318(j).

Table 1 outlines the monitoring requirements for each type of contract.

**Table 1: Monitoring Requirements by Contract Type**

Contract Type	Scope of Work	Monitoring Required					Comments
		Crew Efficiency	Collection Site	DMSs	Disposal Site	Compliance	
<b>Lump-Sum</b>	Defined debris quantities and reasonable costs. Estimate is basis for contract costs.		✓		✓		<ul style="list-style-type: none"> <li>Assess debris eligibility at collection site</li> <li>Quantities are required to determine reasonable costs and establish change orders</li> <li>Ensure ONLY debris from within contract limits is processed</li> </ul>
<b>Unit Price – CY</b>	Based on eligible debris listed on load tickets.	✓	✓	✓	✓	✓	<ul style="list-style-type: none"> <li>Assess debris eligibility at collection site</li> <li>Document debris quantities</li> <li>Verify debris processing volumes</li> </ul>
<b>Unit Price – Ton</b>	Based on actual weight measurements of eligible debris listed on load tickets.	✓	✓	✓	✓	✓	<ul style="list-style-type: none"> <li>Assess debris eligibility at collection site</li> <li>Document debris quantities</li> <li>Verify debris processing weights</li> <li>Verify calibration of scales</li> </ul>
<b>Time-and-Materials</b>	Based on labor, equipment, and materials records. Reasonable costs evaluated by determining costs per unit.	✓	✓		✓	✓	<ul style="list-style-type: none"> <li>Assess debris eligibility at collection site</li> <li>Typically used for road clearance activities during the Response Phase</li> <li>Supervising and monitoring every work crew is required</li> <li>Tracking debris removal quantities is still required to determine reasonable costs</li> </ul>

## Chapter 5: Debris Monitoring by Debris Type

Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed. Debris monitoring considerations for each of the primary debris types are described below. Refer to Appendix A: Field Reference Guides for additional debris monitoring recommendations.

### A. Vegetative Debris

Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders. For consideration:

- Hand-loaded trucks/trailers are graded at 50 percent of a load because of the low compaction achieved by hand-loading.<sup>27</sup>
- This type of debris may be recyclable or have salvage value. Document separation and salvage operations when implemented.
- For special vegetative debris considerations, refer to the PAPPG.<sup>28</sup>



**Figure 3: Hand-Loaded Truck**

### B. Construction and Demolition Debris

Construction and demolition (C&D) debris can be defined as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete,<sup>29</sup> fully cured asphalt, equipment, furnishings, and fixtures. The definition of C&D debris may vary between jurisdictions and what is included in one jurisdiction may be excluded in another. When monitoring, consider that the C&D debris must be disaster-generated (i.e., eligible C&D debris cannot be the result of an Applicant's rebuilding efforts) and must present an immediate threat to be considered for FEMA eligibility.

### C. Hazardous Waste

The Applicant must comply with Federal and SLTT environmental requirements for handling hazardous waste. Acceptable FEMA reimbursable activities related to hazardous materials are described in the PAPPG.<sup>30</sup> Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA) and contains properties that make it potentially harmful to human health or the environment. In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous waste lists<sup>31</sup> or exhibits at least one of the following four characteristics:

<sup>27</sup> Chapter 7:I.E.3. Hand-Loaded Trucks and Trailers of the PAPPG (V4).

<sup>28</sup> Chapter 7:I.B. Hazardous Limbs, Trees, and Stumps of the PAPPG (V4).

<sup>29</sup> Chapter 7:II.U.4. Ineligible Work of the PAPPG (V4).

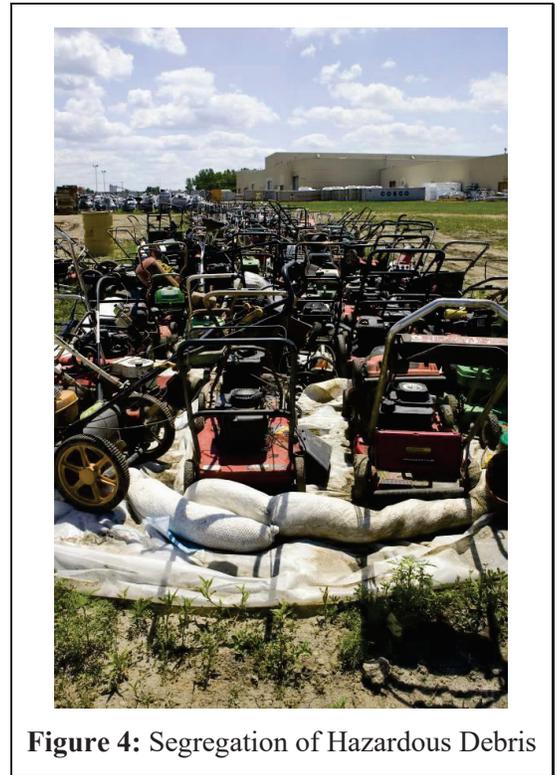
<sup>30</sup> Chapter 7:II.K. Hazardous Materials of the PAPPG (V4).

<sup>31</sup> 40 C.F.R. Part 261.

- Ignitability
- Corrosivity
- Reactivity
- Toxicity

When monitoring, consider:

- Hazardous wastes may require segregation and special handling (Figure 4).
- Improper segregation of the hazardous waste debris should be documented.
- If unsafe practices are observed during the handling and disposal of hazardous materials, the appropriate authorities should be notified.
- Safety precautions will vary depending upon the circumstances and type of hazardous materials encountered, but they may include personal protective equipment, decontamination stations, closed and secured containers, and covered trucks or specialized containers.
- Monitor hazardous material processing carefully and regularly to verify that proper precautions are taken and that the chain-of-custody is maintained.
- Verify that hazardous materials are delivered to an appropriate DMS since hazardous wastes typically require special handling, transportation, and final disposition that are significantly more costly than typical waste disposal.



**Figure 4:** Segregation of Hazardous Debris

#### **D. Household Hazardous Waste**

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW include, but are not limited to, some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. When monitoring:

- Verify and document that HHW is picked up and handled by specialists licensed by the Recipient's Department of Environmental Quality (DEQ) and managed in designated areas within the DMS.
- Verify and document that the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW.

#### **E. Electronic Waste**

Electronic waste (e-waste) refers to electronics that contain hazardous materials, such as cathode ray tubes. Examples of e-waste include, but are not limited to, computer monitors and

televisions.<sup>32</sup> Typically, these products contain minerals and chemicals that require specific disposal methods. When monitoring ensure that:

- E-waste is removed intact, collected, and stored at the DMS for later processing;
- E-waste complies with state e-waste requirements where applicable;
- Separation and salvage activities are implemented and documented as this type of debris may be recyclable or have salvage value; and
- E-waste is segregated (in wildfire events, white goods and E-waste may not be able to be segregated and therefore should be documented as one).

## F. White Goods

White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils that must be removed and processed following environmental protocols and procedures before the white goods can be further processed for disposal and recycling. When monitoring:

- Document that white goods are collected separately, cleaned, and processed to remove putrescent debris inside and to remove all oils, solvents, and refrigerants (Figure 5).
- If white goods are to be collected without being cleaned, verify and document that the DMS includes ample space for processing the collected white goods.
- This type of debris may be recyclable or have salvage value. Document separation and salvage activities that are implemented.



**Figure 5:** White Goods Being Staged

## G. Soil, Mud, and Sand

Floods, landslides, winds, wildfires, and storm surges often result in soil, mud, and sand debris on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools. When monitoring:

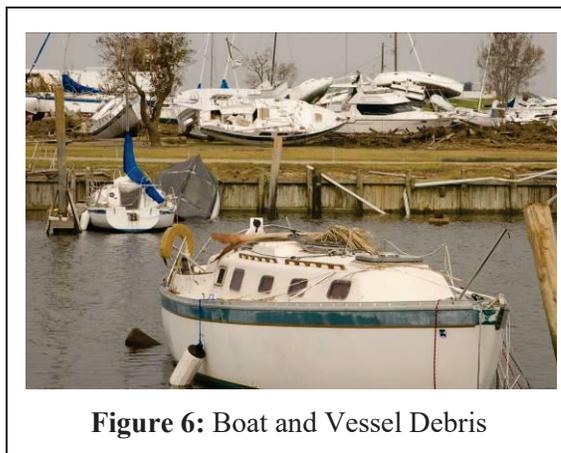
- Document that only the disaster-generated silt and soils are removed. This requires an understanding of pre-disaster conditions as well as the documented maintenance of the affected area.
- Contaminated soils may require special handling depending on the contaminant. Document any contaminated soil issues to ensure proper handling, processing, and disposition.
- Verify that any contaminated disaster-generated soils are addressed by specialists from the State's DEQ and/or U.S. Department of Environmental Protection (EPA) and managed appropriately in designated areas.

<sup>32</sup> 40 C.F.R. Part 261.

## H. Vehicles and Vessels

Vehicles and vessels may be damaged, destroyed, displaced, or lost as a result of a disaster (Figure 6). These vehicles and vessels may eventually be abandoned because of the damage incurred or because the original owners have relocated. Vehicles and vessels may be classified as debris if they block public access and critical facilities and are abandoned.<sup>33</sup> When monitoring:

- Verify that each vehicle or vessel identification number is documented and processed appropriately according to applicable municipal, state, or coastal law.
- Verify that collected vehicles and vessels are transported to a collection area where they are secured and protected. Depending on the ownership, the vehicles or vessels can be returned, salvaged, or destroyed.
- Verify that all vehicles and vessels have all minerals and fluids removed before processing or destruction.
- This type of debris may be recyclable or have salvage value. Document separation and salvage activities that are implemented.



**Figure 6:** Boat and Vessel Debris

## I. Putrescent Debris

Putrescent debris is any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter. Handling of putrescent debris must comply with applicable Federal and SLTT requirements. When monitoring:

- Document that putrescent debris is collected in accordance with contract specifications or other specific requirements.
- Document the volume of putrescent debris. The volume of putrescent materials cannot be determined based solely on the volume of the originally inventoried materials because the spoiled materials may have lost a significant portion of their volume. The actual volume at the time of removal needs to be documented.

## J. Infectious Waste

Infectious waste is waste capable of causing infections in humans and can include contaminated animal waste, human blood and blood products, medical waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments). Clearance, removal, and disposal of infectious waste may be under the authority of another Federal agency (the Centers for Disease Control and Prevention, EPA, etc.) or applicable state agency. Upon review of applicable Federal statutes, regulations, and policies governing infectious waste, FEMA will determine eligibility on a case-by-case basis. When monitoring:

<sup>33</sup> Chapter 7:I.D. Privately Owned Vehicles and Vessels on Public Property of the PAPPG (V4).

- Document that the disaster-related infectious waste is collected and separated in accordance with prescribed safety and medical practices. SLTT or Federal health officials may dictate the collection process, including collection containers, protective gear, decontamination requirements, and disposal methods.
- The collection method and the volume of debris should be documented.
- Verify that chains-of-custody of the collected materials are maintained. Based on the condition and type of materials, this debris may require special handling, containerization, and disposal, including incineration.

## K. Chemical, Biological, Radiological, and Nuclear-Contaminated Debris

Chemical, biological, radiological, and nuclear (CBRN)-contaminated debris is any debris contaminated by chemical, biological, radiological, or nuclear materials as a result of a natural or man-made disaster, such as a weapon of mass destruction event. The clearance, removal, and disposal of CBRN-contaminated debris should be performed in accordance with applicable Federal statutes, regulations, policies, and other guidance documents. When monitoring:

- Man-made disasters may create debris that is considered evidence as part of a crime scene. Law enforcement officials may need to clear the activities before debris operations can begin. Monitors should ensure the CBRN-contaminated debris is cleared by law enforcement officials before removal so as not to undermine the integrity of the crime scene. Debris operations may also proceed concurrently with incident investigations.
- Be aware of the types of evidentiary material being sought in case CBRN-contaminated debris is encountered outside the identified crime scene area.
- CBRN-contaminated debris may be either disposed of or taken to a special collection area for further processing. Verify and document that separation, processing, and disposal follow the prescribed procedures.

Type of Waste	Examples
Hazardous Waste	Any debris containing any of the characteristics of ignitability, corrosivity, reactivity, or toxicity
Household Hazardous Waste	Any hazardous debris disposed of by resident consumers (some paints, stains, varnishes, solvents, and pesticides)
Infectious Waste	Any debris that can cause infections in humans (animal waste, human blood and blood products, medical waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments))
Chemical, Biological, Radiological, and Nuclear-Contaminated Debris	Any debris contaminated by chemical, biological, radiological, or nuclear materials (weapons of mass destruction)

## Chapter 6: Documenting Eligible Work and Costs

With proper documentation, an Applicant may fully account for debris clearance and removal costs incurred as a result of a Presidentially declared disaster. A load ticket provides the most comprehensive information and a paper trail for FEMA PA program reimbursement. To support the documentation provided by the load tickets, monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Samples of these forms are included in Appendix B: Sample Debris Monitoring Plan and Monitoring Forms. When ADMS technology is used, the data generated should clearly display loading monitor and tower/site monitor names, load times, and locations so that an individual's daily activities can be easily reviewed.

The following describes the types of documentation that should be provided to FEMA PA to substantiate eligible work performed and associated costs for grant funding.

### A. Documenting Force Account Debris Operation Costs

When an Applicant uses its own force account resources to perform debris removal and disposal work, requests for reimbursement should be supported by documentation of the labor and equipment charges incurred in the operation. This includes:

- Payroll records of full-time and temporary employees working debris removal operations.
- Records of Applicant-owned equipment used in debris removal operations, including a record of equipment hours in service, associated equipment rates, and operator name.
- Invoices of rental equipment used in the debris removal operation.
- Documentation from permitted final disposal locations including:
  - Temporary disposal permits from State DEQ if temp site is utilized and Municipal Solid Waste Permit number for final disposition.
  - Invoices of disposal tipping fees.
  - Quantities of debris disposed.
- Documentation of the location of the debris removal activities demonstrating FEMA debris eligibility and/or documentation certifying that FEMA-eligible debris work was performed.

### B. Documenting Contractor Debris Operation Costs

The debris operation, if completed by contract, should have adequate controls in place to ensure contract terms are adhered to, that only specified debris is removed, and proper documentation is collected and compiled for payment purposes. Applicants should monitor the performance of their contractors and ensure that they comply with their contract terms and conditions.<sup>34</sup>

When an Applicant has hired a contractor to perform debris removal work, documentation should correspond with the invoiced costs and line item prices of the debris removal contract. This documentation will be provided on monitoring forms and reports (refer to Appendix B:

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<sup>34</sup> Refer to PDAT resources when procuring with Federal grant awards: [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team).

Sample Debris Monitoring Plan and Monitoring Forms), including load tickets and tower logs, which will provide information on:

- Locations of debris removal.
- Type of debris removed.
- FEMA debris removal eligibility determination.
- Debris quantities (volume or weight determined at inspection site).
- Identification of debris hauling truck/trailer and contractor.
- Location of permitted final debris disposal site.
- Documentation of labor, equipment, and materials charges including hours of service and associated charges (for time and materials contracts).
- Documentation of quantities of debris reduced or recycled at DMSs and associated detailed charges.
- Invoices of disposal tipping fees.

In addition to the load tickets, summaries of the information included in the load tickets are typically provided in support of an Applicant's PA funding request. FEMA and the Recipient may also request to see all backup supporting documentation and reports, including truck certification forms, tower logs, roving monitor reports, and daily issue logs used to substantiate claimed costs (refer to Appendix B: Sample Debris Monitoring Plan and Monitoring Forms).

### **C. Monitoring Reports**

Applicants should have debris monitors submit daily reports on operational issues, including DMS operations and safety issues, to promote situational awareness and help identify and resolve issues. Regular reporting promotes quality assurance and provides the Applicant with a consistent accounting of operations, issues, and costs in the field. This information is included in reports such as tower monitor logs, roving monitor reports, and daily issue logs.

### **D. Electronic Load Tickets and Automated Reporting**

Historically, debris monitoring operations have used the four-part paper load ticket system. Depending on the size of the event, the manual process of filling out load tickets, transferring copies, and entering data for reporting and data compilation purposes can be labor and time intensive, and can result in human error.

Automated debris management tracking systems provide real-time and automated tracking and reporting. Electronic load tickets, computer tablets, and systems employing electronic contractor ID cards allow for instant data tracking, verification, and reporting. Some systems also incorporate truck tracking systems, global positioning system (GPS) capability, and enhanced analytical capabilities of debris monitoring data.

FEMA embraces technological advancements and recognizes the potential benefits of these automated systems. As discussed in **Chapter 1: General Eligibility Requirements**, reasonable costs associated with the use of electronic load ticket systems and other automated debris monitoring systems may be eligible for PA funding.

## Appendix A: Field References Guides

<b>DEBRIS MONITOR DUTIES AND RESPONSIBILITIES</b>		
<b>FEMA</b>	<b>Applicant Debris Monitor</b>	<b>Applicant Field Supervisor</b>
<b>Safety</b>		
<ul style="list-style-type: none"> <li>Verify safety by identifying possible health/safety risks and requiring proper field safety gear.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure contractor is complying with public and employee safety standards.</li> <li>Ensure safety requirements on State highways and roads are observed during debris operations (load limits, truck covers, etc.).</li> </ul>	<ul style="list-style-type: none"> <li>Be familiar with and maintain/ implement all safety requirements.</li> </ul>
<b>Eligibility</b>		
<ul style="list-style-type: none"> <li>Verify compliance with FEMA PA program requirements (i.e., provide eligibility guidance, timeframe requirements, and documentation and reporting requirements).</li> </ul>	<ul style="list-style-type: none"> <li>Verify compliance with FEMA PA program requirements.</li> <li>Ensure only eligible debris is removed. Notify the field supervisor of any ineligible debris removal.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure that a reasonable level of effort is applied to the monitoring process, commensurate with the debris operations and the schedule.</li> <li>Ensure only eligible debris is noted on tickets. Ensure any ineligible activities are noted and the associated tickets are not recommended for invoicing.</li> </ul>
<b>Compliance</b>		
<ul style="list-style-type: none"> <li>Spot check debris loading, staging, reduction, and disposal sites to ensure compliance with eligibility requirements.</li> <li>Report any noncompliance, misconduct, or other negative actions to the assigned FEMA staff for appropriate coordination and resolution with State/Tribal and Applicant officials.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure all work complies with local ordinances and SLTT and Federal regulations.</li> <li>Monitor environmental compliance on all debris management sites (DMSs).</li> <li>Monitor preservation of places and buildings pertaining to the State’s historic and archaeological treasures.</li> </ul>	<ul style="list-style-type: none"> <li>Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.</li> <li>Make unannounced visits to all loading and disposal sites in an assigned area.</li> <li>Take photographs of all trucks and trailers used in the debris operation, to establish a baseline inventory of equipment.</li> </ul>

<b>DEBRIS MONITOR DUTIES AND RESPONSIBILITIES</b>		
<b>FEMA</b>	<b>Applicant Debris Monitor</b>	<b>Applicant Field Supervisor</b>
<b>Debris Operations</b>		
<ul style="list-style-type: none"> <li>• Validate certification of trucks and trailers.</li> <li>• Evaluate operational efficiency.</li> <li>• Oversee documentation requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure trucks are measured, certified, and operated properly.</li> <li>• Ensure trucks are loaded properly and loads are accurately evaluated.</li> <li>• Verify load tickets are properly completed and controlled.</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure only debris from approved public areas is removed.</li> <li>• Assist in measuring all debris hauling trucks and trailers for truck certification. Coordinate with the appropriate contractor representatives, if applicable, to confirm certification completion.</li> </ul>
<b>Management and Oversight</b>		
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Ensure debris sites are properly mobilized and administered.</li> <li>• Ensure accurate recordkeeping and appropriate documentation.</li> <li>• Ensure contractor activities are conducted as mandated in contractor SOW.</li> </ul>	<ul style="list-style-type: none"> <li>• Serve as the first line of management for debris monitors and assist with any questions or conflicts that arise.</li> <li>• Prepare a daily written report of all activities observed and include photographs.</li> <li>• Be familiar with all phases of debris management operations.</li> </ul>

<b>DEBRIS MONITOR DUTIES AND RESPONSIBILITIES</b>
<b>Applicant Debris Loading Monitor</b>
<b>Safety</b>
<ul style="list-style-type: none"> <li>• Check area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment.</li> <li>• Implement all safety requirements.</li> <li>• Before work begins, inspect areas to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. (as a baseline to account for any damage as a result of the debris removal operations).</li> <li>• Ensure that debris loads are contained properly before leaving the loading area.</li> </ul>
<b>Eligibility</b>
<ul style="list-style-type: none"> <li>• Determine whether each load is to be claimed for reimbursement based on established eligibility criteria, and mark load tickets, if ineligible, for FEMA reimbursement.</li> <li>• Validate eligible hazardous trees, including hangers, leaners, and stumps.</li> <li>• Verify global positioning system (GPS) readings or an address/location for leaning trees, trees with hanging limbs, and uprooted/exposed stumps that constitute an immediate threat; a separate ticket should be written for these items if required in the contract.</li> <li>• Do not issue tickets for trucks that arrive at pick-up sites already loaded or partially loaded.</li> <li>• Ensure that force account labor and debris contractor work is within the assigned SOW.</li> </ul>
<b>Compliance</b>
<ul style="list-style-type: none"> <li>• Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.</li> <li>• Report to field supervisor if debris removal work does not comply with all local ordinances as well as SLTT and Federal regulations (i.e., improper disposal of hazardous wastes).</li> </ul>
<b>Debris Operations</b>
<ul style="list-style-type: none"> <li>• Ensure that hazardous wastes are not mixed into loads.</li> <li>• Record the types of equipment used (for time-and-materials contracts).</li> <li>• Record the hours equipment was used, including down time of each piece of equipment by day (for time-and-materials contracts).</li> <li>• Ensure that only debris specified by the Applicant is collected for loading and hauling.</li> <li>• Ensure only debris from approved public areas is removed.</li> <li>• Ensure the work area is clear of debris before equipment is moved to a new loading area.</li> <li>• Prepare complete and accurate load tickets.</li> <li>• Issue load tickets for each debris load to the truck driver.</li> <li>• Evaluate and record performance and productivity of debris removal crews.</li> </ul>
<b>Communication</b>
<ul style="list-style-type: none"> <li>• Remain in constant contact with debris management/dispatch center or field supervisor.</li> <li>• Report issues (such as safety concerns, contractor non-compliance, and improper equipment use) to field supervisor.</li> <li>• Maintain a log of debris operations issues.</li> <li>• Photograph and provide written documentation of any damage to utility components, driveways, road surfaces, private property, vehicles, etc.</li> <li>• Perform other duties as directed by designated debris management personnel.</li> </ul>

<b>DEBRIS MONITOR DUTIES AND RESPONSIBILITIES</b>
<b>Applicant Debris Tower/Site Monitor</b>
<b>Safety</b>
<ul style="list-style-type: none"> <li>• Check area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment.</li> <li>• Implement all safety requirements.</li> </ul>
<b>Compliance</b>
<ul style="list-style-type: none"> <li>• Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.</li> <li>• Report to field supervisor if debris removal work does not comply with all local ordinances as well as SLTT and Federal regulations (i.e., improper disposal of hazardous wastes).</li> <li>• Coordinate with management to ensure and verify that DMSs are properly permitted for the debris reduction methods utilized.</li> </ul>
<b>Debris Operations</b>
<ul style="list-style-type: none"> <li>• Ensure that hazardous wastes are not mixed into loads.</li> <li>• Record the types of equipment used (for time-and-materials contracts).</li> <li>• Record the hours equipment was used, including down time of each piece of equipment by day (for time-and-materials contracts).</li> <li>• Accurately measure and document load hauling compartments for trucks and trailers to compute volume capacity in CY for each truck and trailer prior to its commencement of debris hauling operations (recertify on regular basis).</li> <li>• Recertify and re-measure truck capacities on a regular basis.</li> <li>• Ensure that truck loads are accurately credited.               <ul style="list-style-type: none"> <li>○ Estimate the percentage of full capacity for each truck or trailer load.</li> <li>○ Ensure trucks are not artificially loaded (e.g., debris is wetted, fluffed, or not compacted).</li> </ul> </li> <li>• Verify the origination of debris and the destination either through load tickets or electronic monitoring (ADMS).</li> <li>• Physically control load tickets.</li> <li>• Ensure that all debris is removed from trucks at DMSs.</li> <li>• Monitor site development and restoration of DMSs.</li> <li>• Oversee debris reduction (grinding, burning, chipping, etc.).</li> </ul>
<b>Communication</b>
<ul style="list-style-type: none"> <li>• Remain in constant contact with debris management/dispatch center or field supervisor.</li> <li>• Report issues (such as safety concerns, contractor non-compliance, and improper equipment use) to field supervisor.</li> </ul>

## GENERAL DEBRIS MONITORING TIPS AND CONSIDERATIONS

### Equipment

- The most common unit of measurement for vegetative and C&D debris is the CY. Debris trucks are evaluated for capacity at the DMS or final disposal sites. Applicants should require contractors to use appropriate equipment to load debris efficiently so that the maximum level of compaction can be achieved to facilitate expeditious removal of debris from the public rights-of-way.
- All trucks and trailers will be measured and placarded with the measured capacity of the vehicle. The Applicant should photograph all trucks/trailers to ensure that the capacity is not reduced by removing sideboards or tailgates on the truck as the debris removal operation unfolds.
- Equipment limitations affect the maximum loading capacity of some vehicles.
- **Hand-loaded trucks and trailers** cannot achieve compaction levels comparable to mechanically loaded vehicles. This effectively reduces the capacity of the hand-loaded truck or trailer compared to a truck or trailer that is loaded mechanically. Therefore, FEMA only reimburses 50 percent of the debris monitor's observed capacity for a hand-loaded truck or trailer. Example: If a hand-loaded truck or trailer appears to be 100 percent full, that load should be recorded at 50 percent. Hand-loading debris in trucks or trailers does not achieve maximum compaction, and as a result, debris removal operations take longer to complete. A hand-loaded truck hauls less debris by weight per CY than a mechanically loaded truck.<sup>35</sup>
- **A truck with no tailgate or no solid tailgate** cannot be compacted to its full capacity; therefore, FEMA would automatically apply a 15 percent reduction to the total quantity and only considers a maximum of 85 percent of the certified truck capacity for reimbursement purposes.

### Debris Challenges

- **Vegetative Debris Challenges:** Hazardous leaners, stumps, and hangers can be difficult to measure consistently (particularly because monitors must determine if leaners are leaning at least 30 degrees and eligible to be cut). Debris monitors should have a map of all roads and work with the Applicant's public works department to determine the length and location of the public right-of-way.
- **Construction and Demolition Debris Challenges:** Debris generated from prior construction work may be comingled with disaster-generated C&D debris by citizens. Some citizens may claim that remodeling or renovation work is C&D material too. Many people will choose to remodel a house after a storm instead of demolishing it. The materials from the remodeling are not eligible; these are notable because they look like new materials instead of disaster-damaged materials. A rule of thumb is that no bricks or foundation material would be hauled or considered eligible for FEMA PA reimbursement.
- **Hazardous Waste Challenges:** Health issues, such as headaches and vomiting, can arise at a burning site if the debris stream includes mixed debris and hazardous chemicals. Soil and air contamination can occur at the pick-up location, along the transit route, and at the DMS. Appropriate precautionary measures should be implemented when hazardous materials are identified. Further, the Applicant should implement proactive measures to ensure that all hazardous materials are identified.
- **White Goods Challenges:** When debris removal is extended beyond 90-180 days, some residents will try to discard their current appliance for free by claiming it is storm debris. The disposal requirements for white goods should include instruction on how to prepare the white goods, ensuring the materials on the curb do not present a safety hazard.
- **Animal and/or Plant Pest and Noxious Weeds Challenges:** When debris is generated from within a regulated area to suppress and control an animal/plant pest, such as the Asian Longhorn Beetle, it becomes important to ensure that the movement of debris does not allow the spread of said pest outside of the area of containment. It will be important to follow proper biosecurity measures and environmental

<sup>35</sup> Chapter 7.I.E.3 of the PAPPG.

## GENERAL DEBRIS MONITORING TIPS AND CONSIDERATIONS

assessments, plus coordination with State and Federal regulators, prior to removal of debris from a containment area and similar approvals to move them to another area, especially across local/tribal/state lines.<sup>36</sup>

### Monitoring Tips

Monitors should be aware of situations that could impact an Applicant's reimbursement under the PA program. They should look for:

- ***Inaccurate Truck Capacities:*** Trucks should be measured before operating and load capacities should be documented by truck number. Periodically, the Applicant should pull trucks out of operation and re-measure.
- ***Trucks Not Fully Loaded:*** Do not accept the contention that loads are higher in the middle and if leveled would fill the truck. Monitors should check to see if that statement is valid.
- ***Trucks Lightly Loaded:*** Trucks may arrive loaded with treetops (or a treetop) with extensive voids in the load. Trucks need to be loaded to their full capacity with front-end loaders or other similar equipment to compress the debris materials and remove any voids.
- ***Trucks Overloaded:*** Trucks cannot receive credit for more than the measured capacity of the truck or trailer bed, even if material is above the sideboards. If a truck is measured to carry 18 CY, it cannot receive credit for more than 18 CY. However, it can receive credit for less if not fully loaded or lightly loaded as described above.
- ***Changing Truck Numbers:*** Typically, trucks are listed by an assigned vehicle number and capacity. There have been occasions where truck or trailer numbers with a smaller carrying capacity have been changed to one with a larger capacity. For instance, a 20 CY truck may have a number for a truck that can carry 30 CY. This can be detected if the Applicant periodically re-measures the trucks or records actual license plate numbers in addition to a description of the truck. Maintaining truck and trailer certifications with attached photographs at the DMS tower can assist in eliminating such activities.
- ***Reduced Truck Capacity or Increased Truck Weight:*** On some occasions, trucks have had heavy steel grating welded 2 to 3 feet above the bed after being measured, thus reducing the capacity or inflating the weight of a load. This can be detected by periodically re-measuring the truck bed or recertifying the truck tare weight.
- ***Wet Debris When Paid by Weight:*** Excessive water added to debris increases the weight of the load. This can be detected during monitoring if there is excessive water dripping from the truck bed or by inspecting the truck bed immediately after unloading. The Applicant should periodically recertify the truck tare weight.
- ***Multiple Counting of the Same Load:*** To prevent reentry with the same load, trucks should not exit the disposal site without unloading. This can be prevented by observing the time of departure and time of arrival recorded on the driver's load ticket. This check may also indicate problems with the Applicant's debris monitors at the loading or unloading site. Tower monitors should ensure the load ticket is checked in and compared to the tower log-in sheet to determine if the truck's round-trip time is appropriate.

<sup>36</sup> Please refer to this website for current operations: <https://www.aphis.usda.gov/aphis/ourfocus/planthealth/plant-pest-and-disease-programs/pests-and-diseases>.

## GENERAL DEBRIS MONITORING TIPS AND CONSIDERATIONS

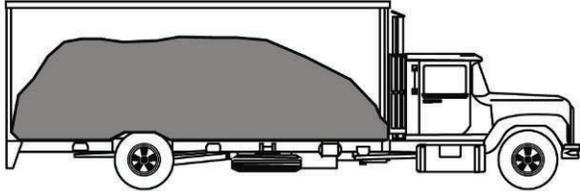
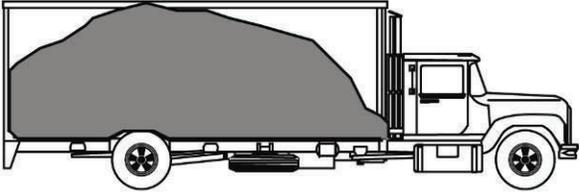
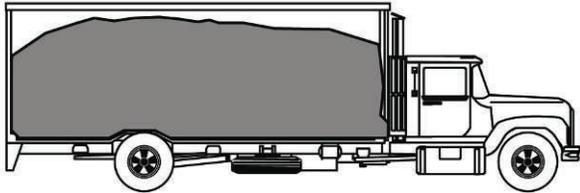
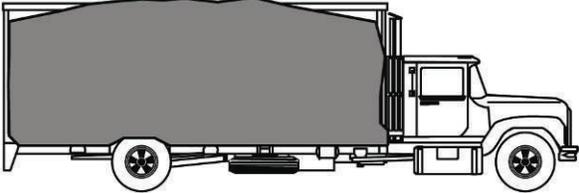
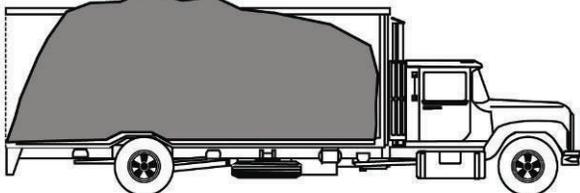
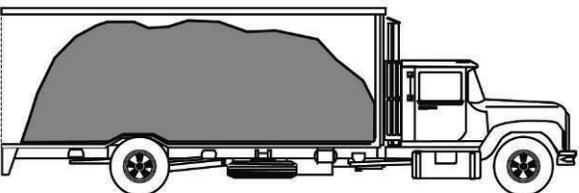
- ***Picking up Ineligible Debris:*** Debris monitors should be present at loading sites. Monitors should have a good understanding of eligible debris and any time limits imposed on picking up specific types of debris. Examples of ineligible debris activities include sweeping areas for abandoned cars and white goods; cleaning up illegal dump sites; removing cut trees from subdivisions under development; removing debris from private property; and removing/cutting trees from off rights-of-way in rural areas.

## DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES

### Monitoring Debris Trucks – Guideline for Estimating Loads in Trucks

- Check the truck number on the placard.
- Check that the capacity (size) of the truck written on the ticket matches the size marked on the side of the truck.
- Observe the truck load from the tower. Make sure that the truck is loaded with disaster debris. Ensure that the truck is not falsely loaded.
- When the truck leaves, make sure it is completely empty.
- If there is no tailgate on a truck, the truck is not full. The maximum estimate of the capacity of the load is 85 percent full. However, the monitor must use good judgment to determine if the load is really 85 percent. It is more likely that the truck is between 40 percent and 60 percent full.
- There are other percentage variations of how a truck can be filled (see illustrations and photographs that follow).
- If there is a handloaded truck, there is an automatic 50 percent reduction.

Note: It is difficult, though not impossible, for a truck to be 100 percent loaded because woody debris, trees, branches, and rubble cannot be placed in a truck without having air holes. Applicant debris monitors typically record estimated volumes in 5 percent increments. FEMA will allow a truck to be recorded as 100 percent full if debris volumes can reasonably (and safely) be estimated to meet or exceed certified truck container capacities.

<b>DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES</b>	
	
<p><b>60 Percent Debris Load in Truck</b></p> <p>If truck bed measured 20 cubic yards (CY), this 60 percent load would be 12 CY.</p>	<p><b>75 Percent Debris Load in Truck</b></p> <p>If truck bed measured 20 CY, this 75 percent load would be 15 CY.</p>
	
<p><b>85 Percent Debris Load in Truck</b></p> <p>If truck bed measured 20 CY, this 85 percent load would be 17 CY.</p>	<p><b>95 Percent Debris Load in Truck</b></p> <p>If truck bed measured 20 CY, this 95 percent load would be 19 CY.</p>
	
<p><b>85 Percent Debris Load in Truck w/ No Tailgate</b></p> <p>This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (15 percent reduction). Then the debris load itself is 85 percent of fully loaded—14.5 CY.</p>	<p><b>75 Percent Debris Load in Truck w/ No Tailgate</b></p> <p>This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (15 percent reduction). Then the debris load itself is 75 percent of fully loaded—12.8 CY.</p>

**DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES**



Truck without a structural tailgate. Its maximum load is automatically reduced to 85 percent of the rated truck size.



Truck without a tailgate. Its load capacity is automatically reduced to 85 percent. Slat-sided trucks may not be capable of being mechanically compacted. This means the truck capacity should be further reduced.



Truck without a tailgate. Its maximum load capacity is reduced to 85 percent. This truck is claimed to be 'fully loaded' with branches sticking above the top and beyond the back of the truck bed—the actual load is only 75 percent.



Truck with branches extending above the top of the truck sides. Although claiming to be 'fully loaded,' the load is filled with air pockets and the actual load is only 70 percent of the rated load capacity.



This 20-CY roll-off container has a tailgate (in open position). The load appears to be near top of truck sides and was estimated at 85 percent. The assessment was done from the ground; no monitor tower was used at this DMS (see next photograph).



This is the actual load from the 20-CY container truck shown on left. It measures approximately 4 CY when on the ground.

TYPES OF DEBRIS AND MONITORING CONSIDERATIONS		
Type of Debris	Description of Debris	Considerations for Monitoring Operations
<b>Vegetative</b>	Includes whole trees, tree stumps, tree branches, tree trunks, and other leafy material.	<ul style="list-style-type: none"> <li>• Verify that only eligible debris is counted for reimbursement purposes; keep a map of all roads and rights-of-way for area.</li> <li>• Ineligible debris should be identified accordingly.</li> <li>• Evaluate the loaded capacities of the trucks/trailers to determine the percentage of the rated capacity.</li> <li>• Hand-loaded trucks/trailers are graded at 50 percent of a load because of the low compaction achieved by hand-loading.<sup>37</sup></li> <li>• This type of debris may be recyclable or have salvage value; document separation and salvage operations when implemented.</li> <li>• For special vegetative debris considerations, please refer to the PAPPG.<sup>38</sup></li> </ul>
<b>Construction and Demolition (C&amp;D)</b>	Includes, but is not limited to, damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.	<ul style="list-style-type: none"> <li>• To be eligible for PA funding, C&amp;D debris must present an immediate threat.</li> <li>• Must be disaster-generated.</li> </ul>
<b>Hazardous Waste</b>	<p>Waste that is potentially harmful to human health or the environment that exhibits at least one of the following four characteristics:</p> <ul style="list-style-type: none"> <li>• Ignitability</li> <li>• Corrosivity</li> <li>• Reactivity</li> <li>• Toxicity</li> </ul>	<ul style="list-style-type: none"> <li>• Hazardous wastes may require segregation and special handling.</li> <li>• Document improper segregation.</li> <li>• Notify appropriate authorities if unsafe practices are observed during handling and disposal (know required safety procedures for the circumstances).</li> <li>• Monitor processing carefully and regularly to verify the proper precautions are taken and the chain-of-custody is maintained.</li> <li>• Verify that hazardous wastes are delivered to an appropriate DMS, as they can require special handling, transportation, and final disposition.</li> </ul>
<b>Household Hazardous Waste (HHW)</b>	Includes hazardous products and materials used and disposed of by residential consumers, such as some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances or are corrosive or toxic.	<ul style="list-style-type: none"> <li>• Verify and document that HHW is picked up and handled by specialists from the State's DEQ and/or the EPA and managed in designated areas within the DMS.</li> <li>• Verify and document that the chain-of-custody is maintained throughout the collection, handling, transport, and disposal of HHW.</li> </ul>
<b>Electronic Waste (e-waste)</b>	Includes electronics such as cathode ray tubes (computer monitors and televisions) that contain hazardous materials.	<ul style="list-style-type: none"> <li>• Ensure e-waste is segregated.</li> <li>• Ensure e-waste is removed intact, collected, and stored at the DMS for later processing.</li> <li>• Document separation and salvage activities.</li> </ul>

<sup>37</sup> Chapter 7.I.E.3 of the PAPPG.

<sup>38</sup> Chapter 7.I.B of the PAPPG.

<b>TYPES OF DEBRIS AND MONITORING CONSIDERATIONS</b>		
<b>Type of Debris</b>	<b>Description of Debris</b>	<b>Considerations for Monitoring Operations</b>
<b>White Goods</b>	Includes discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.	<ul style="list-style-type: none"> <li>• Document that white goods are collected separately, cleaned, and processed to remove putrescent debris inside and to remove all oils, solvents, and refrigerants.</li> <li>• Verify and document that the DMS has adequate space for processing white goods if collected without being cleaned.</li> <li>• Document separation and salvage activities.</li> </ul>
<b>Soil, Mud, and Sand</b>	Can be deposited on streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.	<ul style="list-style-type: none"> <li>• Document that only disaster-generated silt and soils are removed (must know pre-disaster condition and documented maintenance).</li> <li>• Document any contaminated soil issues to ensure proper handling, processing, and disposition.</li> <li>• Verify that any contaminated disaster-generated soils are addressed by specialists from the State’s DEQ and/or the EPA and managed appropriately in designated areas.</li> </ul>
<b>Vehicles and Vessels</b>	Includes vehicles and vessels meeting one of the following criteria: <ul style="list-style-type: none"> <li>• Presents a hazard or immediate threat that blocks ingress/egress within a public use area.</li> <li>• It is abandoned.</li> <li>• Applicant followed local ordinance and SLTT and Federal laws in securing possession.</li> <li>• Applicant has verified chain-of-custody for the vehicle or vessel.</li> </ul>	<ul style="list-style-type: none"> <li>• Verify that each vehicle or vessel identification number is documented and processed appropriately.</li> <li>• Verify that collected vehicles and vessels are transported to a secure collection area.</li> <li>• Verify that vehicles are processed to remove all minerals and fluids before processing or destruction.</li> <li>• Document separation and salvage activities that are implemented.</li> </ul>
<b>Putrescent Debris</b>	Includes debris that will decompose or rot, such as animal carcasses.	<ul style="list-style-type: none"> <li>• Document that collection is in accordance with contract specifications or other requirements.</li> <li>• Document actual volume of putrescent debris.</li> </ul>
<b>Infectious Waste</b>	Waste capable of causing infection in humans including contaminated animal waste, human blood and blood products, medical waste, pathological waste, and discarded sharps.	<ul style="list-style-type: none"> <li>• Document that collection and separation is in accordance with prescribed safety and medical practices.</li> <li>• Document volume of debris.</li> <li>• Verify that infectious waste debris quantities are well documented, and chains-of-custody are maintained.</li> <li>• Special handling, containerization, and disposal may be required.</li> </ul>
<b>Chemical, Biological, Radiological, and Nuclear (CBRN)-Contaminated Debris</b>	Includes debris contaminated by CBRN sources.	<ul style="list-style-type: none"> <li>• Ensure CBRN-contaminated debris is cleared by law enforcement officials before removal so as not to undermine integrity of the crime scene (as from a man-made disaster).</li> <li>• Be aware of the types of evidentiary material being sought in case debris is located outside of the identified crime scene.</li> <li>• Verify and document the separation, processing, and disposal to ensure it follows the prescribed procedures.</li> </ul>

<b>DEBRIS MONITOR RESPONSIBILITIES FOR LOAD TICKETS</b>		
<b>Load Ticket Information</b>	<b>Monitor Load Ticket Responsibilities</b>	
	<b>Loading Monitor</b>	<b>Tower/Site Monitor</b>
Preprinted ticket number	Not Applicable	Not Applicable
Contract number	Contracts may be identified by a number or name	
Prime contractor's name		
Date	X	
Truck number	X	
Truck driver's name	X	
Vegetation	X	
Construction and Demolition Debris	X	
White Goods	X	
Household Hazardous Waste	X	
Other (required to be described applicable)	X	
Load location	X (GPS or address preferred)	
Loading date/time (departure from collection location)	X	
Loading Site Monitor name/signature	X	
Truck capacity in cubic yards or tons		X
Load size, either cubic yards (percent of capacity) or tons		X
Unloading location		X
Unloading date/time (arrival at disposal site)		X
Tower/Site Monitor name/signature		X

<b>TYPES OF DEBRIS REMOVAL CONTRACTS AND MONITORING CONSIDERATIONS</b>		
<b>Contract Type</b>	<b>Description of Contract</b>	<b>Considerations for Monitoring Operations</b>
<b>Unit Price Contract</b>	<ul style="list-style-type: none"> <li>Used when individual work tasks are known but the total amount of work cannot be verified.</li> <li>Units of work can be measured in terms of weight, volume, or any other quantifiable measure.</li> </ul>	<ul style="list-style-type: none"> <li>Documentation of the location, eligibility, and quantities of debris is essential because the unit price contract is based on an estimate of debris quantities.</li> <li>Closely monitor pick up, transportation, eligibility determination, segregation, staging, reduction, and final disposition.</li> <li>Maintain management of truck/trailer measurements; certify all trucks before use.</li> </ul>
<b>Lump-Sum Contract</b>	<ul style="list-style-type: none"> <li>Used when the SOW can be identified and quantified; use for a well-defined SOW with a finite contract period.</li> </ul>	<ul style="list-style-type: none"> <li>Loading monitors must validate that only contract-identified debris is collected.</li> <li>Debris should only be obtained from eligible sources.</li> <li>DMS site monitors should carefully review processing of materials (quantities collected for processing and quantities post-processing).</li> <li>Document truckloads and debris volumes to make sure final volume matches contract.</li> </ul>
<b>Time-and-Materials Contract</b>	<ul style="list-style-type: none"> <li>Used when the SOW necessary to achieve an outcome is unknown contractor is paid for actual time, equipment usage based on hourly rates, and materials used (a ceiling prices is required).</li> </ul>	<ul style="list-style-type: none"> <li>Monitoring must be thorough.</li> <li>Inspection reports should be produced every day and should include the following information:                             <ul style="list-style-type: none"> <li>Number of hours worked</li> <li>Type and quantity of each type of truck/trailer/equipment used</li> <li>Verification of equipment hours—document active work hours only; “stand-by” time is not eligible for FEMA funding</li> <li>Verification of labor hours compared to equipment hours</li> <li>Document weather conditions as they might affect daily work</li> <li>Monitor production rates for each staging and reduction site</li> <li>Monitor performance</li> <li>Check quantities of debris hauled (CY)</li> <li>Load tickets can be used as a way of checking contractor efficiency if debris is hauled based on CY</li> </ul> </li> </ul>

## Appendix B: Sample Debris Monitoring Plan and Monitoring Forms

Sample Forms and Tables  
are intended as guidance and  
should be modified to meet  
SLTT procurement rules and  
regulations.

## 1.0 General

The \_\_\_\_\_ has entered into a contract with \_\_\_\_\_ for the purpose of:

- Removing storm-generated debris from \_\_\_\_\_ rights-of-way and hauling the debris to a temporary debris management site (DMS) for volume reduction and/or to a final disposal site
- Setting up and operating \_\_\_\_\_ ( ) DMS located at \_\_\_\_\_
- Hauling chips/mulch from the debris volume reduction site(s) to a location of the Debris Manager's choosing

The Debris Manager will be responsible for monitoring the contractor's debris removal and disposal activities using debris monitoring contractor personnel to prepare debris load tickets and oversee the debris removal and disposal contractor's operations.

## 2.0 Purpose

The purpose of this plan is to outline the debris monitoring responsibilities of the debris monitoring contractor's personnel. This plan is subject to revision based on changing conditions.

## 3.0 Monitoring Operations

The debris removal and disposal contractor will be responsible for removing all eligible debris from maintained street rights-of-way and hauling the debris to designated DMSs.

Contractor debris monitoring activities will be controlled by the Contractor's Project Manager located at \_\_\_\_\_. Phone number is \_\_\_\_\_.

The debris monitor's workday is expected to be from 7 a.m. to 6 p.m., or a maximum of 10 hours per day, 7 days per week.

Debris monitors will be responsible for initiating debris load tickets at contractor debris loading sites and estimating and recording the quantity of debris, in cubic yards (CY) on debris load tickets of *all* vehicles entering temporary DMSs (Figure B-1).

### 3.1 Loading Site Monitors

The loading site monitor is responsible for completing the debris load ticket, the Daily Loading Site Monitor Log, and the Daily Debris Issue Log. Each of these is described below.

#### *Sample Debris Load Ticket*

The loading site monitor will complete Section 1 of the load ticket (Figure B-1) for all contractor debris-hauling vehicles. The monitor will keep one copy and give the original and remaining copies to the truck driver. The monitor's copy will be submitted to the debris monitoring

Appendix B: Sample Debris Monitoring Plan and Monitoring Forms

contractor’s Data Entry Supervisor or designated representative on a daily basis. Load ticket information will be entered into a database by the monitoring contractor’s data entry staff.

<b>Load Ticket</b>		Ticket No. <b>0012345</b>	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
<b>Truck Information</b>			
Truck No		Capacity	
Truck Driver (print legibly)			
<b>Loading Information</b>			
<b>Loading</b>	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)			
<b>N</b>		<b>W</b>	
<b>Unloading Information</b>			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
<b>Unloading</b>	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original:      Applicant Copy 1:        _____ Copy 2:        _____ Copy 3:        _____	

**Figure B-1: Sample Debris Load Ticket**

The loading site monitor should be responsible for initiating load tickets (Figure B-1) where trucks are loaded and verifying the estimated amount of debris hauled at the temporary storage area or landfill. The Applicant monitors must provide a list of the measured truck capacities in CY and license plate number of all trucks to be used to move debris upon award of the debris removal contract.

Once a truck is loaded with debris at the loading site, the loading site monitor should fill out a load ticket. The load tickets issued by the loading site monitors are the basis for debris contractor payment. Each item in the load ticket must be completed or the load ticket will not be considered valid.

*Sample Daily Debris Loading Site Monitor Log*

The Daily Debris Loading Site Monitor Log (Figure B-2) is used by the Applicant and/or FEMA debris loading site monitor to collect data at the debris pick-up sites. The loading site monitor

Appendix B: Sample Debris Monitoring Plan and Monitoring Forms

monitors the removal and disposal crews at several loading sites. The number of crews monitored will depend on the geographical area and volume of debris.

It is important for the debris loading site monitor to document the pick-up site locations (using addresses, mile-markers, or GPS readings) to ensure that debris being picked up is eligible and contractors are working where they were assigned. When issues arise, they should be documented on the Daily Issues Log (see next section). Each loading site monitor should provide his or her name and company name on the form. The loading site monitor should record any issues noted for that day and provide comments concerning that day’s operation; photographs should also be provided as needed. Photographs should be taken of any safety violations or other unusual events affecting the debris operation. The debris loading site monitor should document the type of debris being removed.

Time	Ticket Number	Truck Number	Full Truck Rated Capacity (CY)	Pickup Location	Vegetative Debris	C&D Debris	White Goods/ Metals	Other	Issues or Comments/ Pictures Disc

**Figure B-2:** Debris Loading Site Monitor Log

*Sample Daily Issue Log*

The Daily Issue Log (Figure B-3) is used by the Applicant and/or FEMA debris loading site monitor to collect data at the location where any issue of significance should be recorded. When documenting information on the Daily Issue Log, the location, monitoring personnel, truck identification data, and details of the issue being resolved should be recorded. For any eligibility or capacity issues, photographs (identified by corresponding numbers on the log sheet) should accompany this log.

Issue No.	Truck No.	Load Ticket	Pick-Up Location	Contractor/ Sub-contractor	Applicant Monitor	Photo/ Disc	Issue/Resolution

**Figure B-3:** Daily Issue Log

### 3.2 Debris Disposal Tower/Site Monitors

Disposal tower/site monitors will be located at the entrance to the DMS or landfill where the inspection tower is located. They will be responsible for estimating and recording the CY of debris in appropriate location on the lower portion of the load ticket (Figure B-1) for *all* incoming debris-hauling vehicles. The following procedures will be followed:

- The tower/site monitor will be stationed in the inspection tower and estimate the quantity of debris contained in the truck or trailer in CY. Each truck or trailer will have the measured hauling capacity in CY recorded on the side of the truck or trailer. That number should be validated with the quantity stated in appropriate location on the upper portion of the load ticket (Figure B-1).
- The tower/site monitor will record the name and the arrival time of the truck and confirm the type of debris in the truck.
- The tower/site monitor will record the estimated volume of debris contained within the bed of the truck or trailer, in CY, under “Unloading Information” on the load ticket. The monitor must print and sign his/her name in the designated block on the load ticket.

The tower/site monitor may find it useful to use an estimating table such as shown in Table B-1 and should also refer to the job aid presented in Appendix A: Field Reference Guides - Debris Monitor Guidelines for Estimating Quantities.

**Table B-1: Estimating Truck/Trailer Capacity**

Truck/Trailer Size - CY	100% CY	90% CY	85% CY	80% CY	75% CY

*Note: Truck/trailer without a tailgate is rated at 85 percent of capacity to start.*

- The tower/site monitor will retain the original of the load ticket and give the remaining copies to the truck driver. The original load ticket will be submitted to the monitoring contractor’s Data Entry Supervisor or designated representative on a daily basis. Load ticket information will be entered into a database by the monitoring contractor’s data entry staff. Load tickets are controlled forms and cannot be lost since they will be used to verify the amount of money paid to the debris reduction site contractor and to the debris hauling contractor.

*Sample Daily Debris Site/Monitoring Tower Log*

The Daily Debris Tower Log (Figure B-4) on the following page can be used by the Applicant and/or FEMA tower/site monitor to record the truck data, document estimates of the load volumes, and describe what types of debris are being brought into the DMS or landfill.

Documenting the tower and pick-up site locations is important so that debris can be correlated and tracked. Each tower/site monitor should provide his or her name and company name on the form. The tower/site monitor should record any issues noted for that day and provide comments concerning that day’s operation; photographs should also be provided as needed. Photographs should be taken of any safety violations or other unusual things affecting the debris operation.

Time	Ticket Number	Truck Number	Full Truck Rated Capacity (CY)	Applicant QA Eligible Capacity (% CY/Weight(Wt))	FEMA Eligible Capacity (% CY/Wt)	Vegetative Debris	C&D Debris	White Goods/ Metals	Other	Issues or Comments/ Pictures Disc

**Figure B-4:** Daily Debris Tower/Site Monitoring Log

**4.0 Truck Certification Form**

The Applicant should ensure that every truck and trailer to be used in debris removal operations is measured and documented on a Truck Certification Form (Figure B-5). Knowing the hauling capacity of each truck is necessary because debris, specifically vegetative debris, is often hauled and billed by volume. Accurately capturing all the truck capacity information and driver profile information is important; having a FEMA PA representative present when certifying debris trucks is recommended.

Truck documentation should include all trucks to be used, including City/County trucks and trailers. A Truck Certification Form allows the debris monitor to identify the truck itself and its hauling capacity in a standardized manner. The following information should be documented:

- Capacity of hauling bed (CY)
- License plate number
- Truck identification number assigned by the owner
- Brief physical description of the truck
- Photographs

Determining an accurate capacity for each truck is important. Refer to Truck Certification Form Calculation Instructions (on page B-12) for additional information.

Appendix B: Sample Debris Monitoring Plan and Monitoring Forms

The information on the Truck Certification Form should be entered into a database by the data entry staff. Copies of the Truck Certification Form should be on file with the Applicant and kept in the truck throughout the operational period.

Debris monitors may need to be trained to measure truck capacities for certification purposes. Recertification of the hauling trucks on a random and periodic basis should be implemented for contract compliance and reimbursement considerations.

<b>Truck Information</b>			
Make: _____	Year: _____	Color: _____	License: _____
<b>Truck Measurements</b>			
Performed By: _____	Date: _____		
Volume Calculated By: _____	Date _____		
Both Checked By: _____	Date: _____		
<b>Driver Information</b>			
Name: _____			
Address: _____		Phone Number: _____	
<b>Owner Information</b>			
Name: _____			
Address: _____		Phone Number: _____	
Truck Identification: _____		Truck Capacity: _____	
			
<b>Photo</b>			

**Figure B-5:** Truck Certification Form

*Truck Certification Form Calculation Instructions*

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

“a”: Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

“b”: Equal to “a.”

“c” and “d”: Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is “c” and half of the distance is “d” (“c” and “d” are equal).

“e”: Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

“a”: The width of the bed.

“b”: The depth of the vertical portion (the side) of the bed.

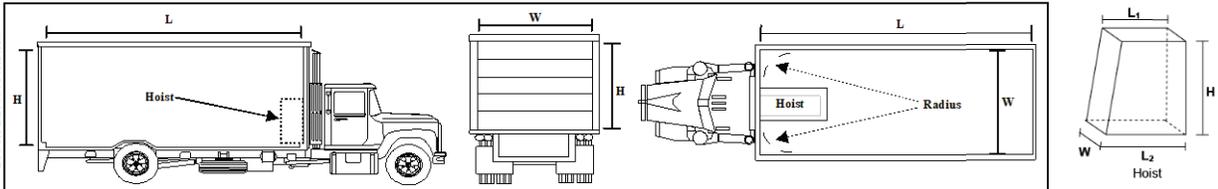
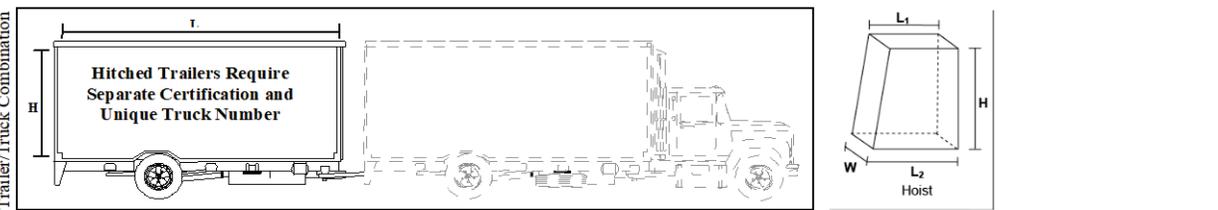
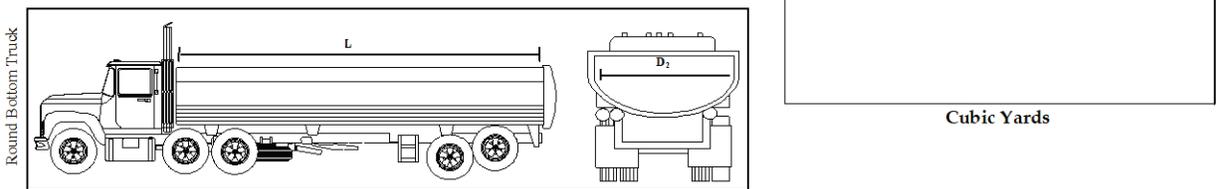
“c” and “d”: Both are equal to half the width of the bed.

“e”: Run a string between the lower ends of the vertical portions of the bed (the sides) and measure the distance from the mid-point of the string to the bottom of the bed.

*NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):*

1 inch = .08 foot	7 inches = .58 foot
2 inches = .17 foot	8 inches = .67 foot
3 inches = .25 foot	9 inches = .75 foot
4 inches = .33 foot	10 inches = .83 foot
5 inches = .42 foot	11 inches = .92 foot
6 inches = .50 foot	

Appendix B: Sample Debris Monitoring Plan and Monitoring Forms

<b>DUMP TRUCK</b>			
<b>Measurements</b>			
Truck Measurements	Length (L) = <input style="width: 80px;" type="text"/>	Width (W) ft = <input style="width: 80px;" type="text"/>	Height (H) ft = <input style="width: 80px;" type="text"/>
Hoist Measurement	Length <sub>1</sub> (L <sub>1</sub> ) ft = <input style="width: 80px;" type="text"/> Length <sub>2</sub> (L <sub>2</sub> ) ft = <input style="width: 80px;" type="text"/>	Width <sub>H</sub> (W <sub>H</sub> ) ft = <input style="width: 80px;" type="text"/>	Height <sub>H</sub> (H <sub>H</sub> ) ft = <input style="width: 80px;" type="text"/>
Radius	Radius ft = <input style="width: 100px;" type="text"/> Height (H) = <input style="width: 100px;" type="text"/>		
<b>Calculations</b>			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$	<input style="width: 40px;" type="text"/> + <input style="width: 40px;" type="text"/>	cyd
Hoist Volume	$((L_1 + L_2) / 2 \times W_H \times H_H) / 27 =$	<input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>	cyd
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$	<input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>	cyd
<b>Total =</b> <input style="width: 80px;" type="text"/>			<b>Cubic Yards</b>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">TRUCK MEASUREMENTS</div>  </div>			
<b>EXTRA TRAILER</b>			
<b>Measurements</b>			
Truck Measurements (Basic)	Length (L) = <input style="width: 80px;" type="text"/>	Width (W) ft = <input style="width: 80px;" type="text"/>	Height (H) ft = <input style="width: 80px;" type="text"/>
Hoist Measurement	Length <sub>1</sub> (L <sub>1</sub> ) ft = <input style="width: 80px;" type="text"/> Length <sub>2</sub> (L <sub>2</sub> ) ft = <input style="width: 80px;" type="text"/>	Width <sub>H</sub> (W <sub>H</sub> ) ft = <input style="width: 80px;" type="text"/>	Height <sub>H</sub> (H <sub>H</sub> ) ft = <input style="width: 80px;" type="text"/>
Radius	Radius ft = <input style="width: 100px;" type="text"/> Height (H) = <input style="width: 100px;" type="text"/>		
<b>Calculations</b>			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$	<input style="width: 40px;" type="text"/> + <input style="width: 40px;" type="text"/>	cyd
Hoist Volume	$((L_1 + L_2) / 2 \times W_H \times H_H) / 27 =$	<input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>	cyd
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$	<input style="width: 40px;" type="text"/> - <input style="width: 40px;" type="text"/>	cyd
<b>Total =</b> <input style="width: 80px;" type="text"/>			<b>Cubic Yards</b>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Trailer/Truck Combination</div>  </div>			
<b>ROUND BOTTOM TRUCK</b>			
<b>Measurements</b>			
Truck Measurements	Length (L) ft = <input style="width: 80px;" type="text"/>	Diameter (D) ft = <input style="width: 80px;" type="text"/>	
<b>Calculations</b>			
Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ <input style="width: 80px;" type="text"/>			cyd (round bottom portion only)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">Round Bottom Truck</div>  </div>			
			<b>Cubic Yards</b>

**5.0 Sample Debris Collection Summary Spreadsheet**

The Debris Collection Summary Spreadsheet (Figure B-7) is used to capture the total amount and types of debris removed and disposed of, as well as the cost for each. This information may also be helpful to FEMA to validate any debris prediction models that are run, as well as establishing reasonable costs for debris removal.

CY	Unit Price \$	CY	Unit Price \$	CY	Unit Price \$	CY	Unit Price \$	Average Haul Distance	Primary Disposal Method	CY to Landfill
Vegetative		C&D		HHW		White Goods				

**Figure B-7: Debris Data Collection Summary Spreadsheet**

## Appendix C: Monitoring Contract Process/Documents

Sample documents are intended as guidance and should be modified to meet applicable SLTT procurement rules and regulations.

## Sample Request for Proposal Cover Letter for Debris Monitoring Services

Date:

Subject: Request for Proposals for Disaster Debris Monitoring

The \_\_\_\_\_ invites qualified firms to respond to this request for proposal (RFP) by providing their qualification and experience for consideration to provide Disaster Debris Monitoring Services on an as-needed basis.

### **DISASTER DEBRIS MONITORING SERVICES**

The scope of services shall include, but not be limited, to the following:

The \_\_\_\_\_ seeks qualified firm(s) to assist in the monitoring of disaster debris collection and disposal operations on behalf of the \_\_\_\_\_, ensuring compliance with Federal requirements and Applicant debris management plans as related to contractor oversight, truck measurements, load ticket preparation and issuing, report preparation, and project administration.

The Debris Monitoring Contractor shall provide personnel to monitor at least \_\_\_\_\_ debris loading sites and up to \_\_\_\_\_ personnel to monitor debris management sites (DMS)/disposal sites located in \_\_\_\_\_. Each site will operate approximately 12 to 14 hours per day, 7 days per week. The exact number and locations of sites will be determined by the Debris Manager.

The Debris Monitoring Contractor's on-site Project Manager shall also assign a field supervisor who will be assigned to provide oversight of up to 10 loading site and tower/site debris monitors.

The Debris Monitoring Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to initiate load tickets at debris loading sites, estimate the volume of debris (in cubic yards) being delivered by trucks to each DMS/disposal site, and support the operations of the field supervisor(s), debris loading and tower/site monitors, and clerical staff.

Scope of Services for Debris Management to include field supervisors, debris loading monitors, tower/site debris monitors, and clerical staff is at Attachment 1.

The Bid Schedule (Attached) must be completed and submitted with your proposal.

The RFP should be limited to 10 pages and address the following:

- Office location responsible for this project
- Key personnel

- Evidence of satisfactory completion of disaster debris monitoring in the past 5 years at similar jurisdictions
- The scope, project budget, and operational duration (include the firm's contract manager, and phone number and e-mail address for each disaster response or project, if available)
- Summarized past relevant experience for each response should include the following:
  - Type of disaster—hurricane, tropical storm, tornado, etc.
  - Type of jurisdiction—city, county, district, or combination
  - Collection debris monitoring assignments
  - DMS debris monitoring assignments
  - Final disposal debris monitoring functions
  - FEMA reimbursement actions and issue resolution
- List of references
- Knowledge and experience with Applicant solid waste regulations and the disaster debris management policies
- Sub-consultant(s)/subcontractors that may be used on this project
- 3-year claims/litigation history and status

Any material received that is not requested may be discarded. Bindery (except removable fasteners) in any form is not preferred, nor is specially prepared covers, dividers, tables of content, organizational charts, reference letters, etc.

The evaluations made as a result of reviewing the above information from each firm will be part of the basis for developing a short list of firms who may be scheduled to make presentations before the Selection/Negotiation Committee (S/NC), and may serve as continuing information for the final ranking.

## **SELECTION/NEGOTIATION PROCESS**

An S/NC has been appointed by the \_\_\_\_\_ and will be responsible for recommending the most qualified firm(s) with whom to begin negotiation of an agreement for this project. The process for this procurement is anticipated, but not required, to proceed in the following manner:

### **REVIEW OF WRITTEN SUBMITTALS**

Each firm should submit documents that provide evidence of capability to provide the Debris Monitoring services required for this project. Each short-listed firm will be contacted via telephone and a follow-up letter advising of date and time for presentations/interviews.

The \_\_\_\_\_ will not consider oral/written communications, prior to the conclusion of short-listing firms, that vary the terms of the submittals.

### **PRESENTATIONS/INTERVIEWS**

Appendix C: Monitoring Contract Process/Documents

The S/NC may provide a list of subject matter for discussion. Each short-listed firm will be given equal time to make presentations, but the question-and-answer time may vary.

All inquiries are to be directed to \_\_\_\_\_ at \_\_\_\_\_.

Interested firms should submit four copies of materials that indicate interest and qualifications to:

Submittals **MUST BE RECEIVED** by the \_\_\_\_\_ no later than 5:00 p.m. on \_\_\_\_\_, 20\_\_\_. Electronically transmitted and late or misdirected submittals will not be accepted.

Signature \_\_\_\_\_

Attachment 1 – Scope of Services

Attachment 2 – Bid Schedule

**THIS SAMPLE IS INTENDED AS GUIDANCE AND SHOULD BE MODIFIED TO MEET APPLICABLE SLTT PROCUREMENT RULES AND REGULATIONS.**

## **Sample Scope of Services for Debris Monitoring Services**

### **General**

Provide debris monitors and debris monitoring services to assist the City/County with monitoring the operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. All debris monitoring activities are to be in compliance with current FEMA guidance and applicable SLTT and Federal regulations.

### **Pre-Event Requirements**

Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Contractor will, at no cost to the City/County:

- Provide City/County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual workshops or planning meetings with City/County representative and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

### **Post-Event Requirements**

Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City/County agencies.

Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.

Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors.

Contractor shall remove and replace employees immediately upon notice from the City/County Debris Manager for conduct or actions not in keeping with this contract.

## **Personnel Requirement and Responsibilities**

### **Debris Monitoring Field Supervisor**

Consultant will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors.

Services include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with City/County personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Ensure all truck certifications are complete and available to all parties

### **Debris Monitors**

Consultant will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

#### **Debris Loading Site Monitors**

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load
- Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment

are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment

- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

#### Debris Tower/Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

### **Clerical/Data Entry Supervisor**

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the City/County debris manager
- Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
- Providing daily, weekly, or other periodic reports for the City/County debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

### **Clerical Staff/Data Entry Clerk**

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

### **Terms**

The work shall begin on notice to proceed and continue for no longer than 60 days, unless extended by the City/County with 10 days written notice.

### **Deployment**

Consultant must be prepared to deploy debris monitors within 24 hours from the notice to proceed. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the City/County to use as needed.

**THIS SAMPLE IS INTENDED AS GUIDANCE AND SHOULD BE MODIFIED AS APPROPRIATE TO ADDRESS THE CONDITIONS OF THE OPERATION.**



**AGREEMENT No. [number]**

**[TITLE]**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**[CONTRACTOR NAME]  
(CONTRACTOR)**

## AGREEMENT FOR [TITLE]

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and [**COMPANY NAME**], a [<enter the state of incorporation/organization and identify if it is a corporation/company/limited liability corporation, etc.], (“**CONTRACTOR**”) with offices located at [address], and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, **CONTRACTOR** engages in the business of [title]; and

**WHEREAS**, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **CONTRACTOR** to render the non-professional services described in this Agreement; and

**WHEREAS**, [this Agreement is a result of **CONTRACTOR'S** submission of a proposal/bid in response to Request for Proposal/Invitation for Bid No. number and **COUNTY** thereafter conducted a competitive selection process OR this Agreement is a sole source/single source contract] in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

**CONTRACTOR** shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

### **ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract and [number] exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through [date] unless terminated by COUNTY pursuant to Article 9, but not to exceed [number years in the initial term].
- B. COUNTY reserves the right to extend the initial term of [number years] for an additional [number], [number]-year periods.

### **ARTICLE 4. COMPENSATION**

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

### **ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR’S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and

interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.

- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that

there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

#### **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

#### **ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively “the Intellectual Property”). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY’S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

#### **ARTICLE 9. TERMINATION OF AGREEMENT**

- A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
  - a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
  - b. Failure to perform the Services within the time specified in this Agreement; or
  - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop the Services on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
  - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
  - d. Continue and complete all parts of the Services that have not been terminated.

#### B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

## **ARTICLE 10. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the Services on an as-needed basis; and
- D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

## **ARTICLE 11. DISPUTE RESOLUTION**

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

## **ARTICLE 12. COMPLIANCE WITH LAWS**

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

## **ARTICLE 13. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

## **ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in

accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 15. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, 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 this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email: [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

**ARTICLE 16. INDEMNIFICATION**

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid

claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

#### **ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 18. INSURANCE**

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

#### **ARTICLE 19. SOLICITATION OF AGREEMENT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is

necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 22. KEY PERSONNEL**

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

[Enter Name, Title]

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

#### **ARTICLE 23. SUB-CONTRACTORS**

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

#### **ARTICLE 24. LIABILITY FOR NEGLIGENCE.**

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

**ARTICLE 25. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY:               Manatee County Government  
                                  [Division/Department]  
                                  Attn: [Title of Contact person]  
                                  [Name]  
                                  [Address]  
                                  [City/State/Zip]  
                                  Phone: (941) [number]  
                                  Email: [email]

To CONTRACTOR:       [Company Name]  
                                  Attn: [Title of Contact person]  
                                  [name]  
                                  [Address]  
                                  [City/State/Zip]  
                                  Phone: ([area code) [number]  
                                  Email: [email]

**ARTICLE 26. RELATIONSHIP OF PARTIES**

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

**ARTICLE 27. NO CONFLICT**

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

**ARTICLE 28. ETHICAL CONSIDERATIONS**

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

## **ARTICLE 29. PUBLIC ENTITY CRIMES**

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

## **ARTICLE 30. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

## **ARTICLE 31. FORCE MAJEURE**

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

## **ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

## **ARTICLE 33. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

## **ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

## **ARTICLE 35. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

## **ARTICLE 36. SEVERABILITY**

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 37. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

## **ARTICLE 38. HEADINGS, CONSTRUCTION**

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE 39. TIME**

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

## **ARTICLE 40. AUTHORITY TO EXECUTE**

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**CONTRACTOR NAME**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

\_\_\_\_\_  
Jacob Erickson, MBA, CPPO, NIGP-CPP  
Purchasing Official

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A, SCOPE OF SERVICES**

SAMPLE

## **EXHIBIT B, FEE RATE SCHEDULE**

### **1. FEES**

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

### **2. ESCALATION/DE-ESCALATION**

<Contractor/Supplier> fees for <type of good/service> shall remain firm for a minimum of <years/months> after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the <identify the index source, index name, and the index number> change in most recent 12- month period. No more than price increase is allowed in a month period.

[Remainder of page intentionally left blank]

SAMPLE

**EXHIBIT C, AFFIDAVIT OF NO CONFLICT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_  
\_\_\_\_\_, as [INSERT TITLE] \_\_\_\_\_ of  
[INSERT CONTRACTOR NAME] \_\_\_\_\_, (hereinafter  
"CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn,  
deposes and says that CONTRACTOR:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. \_\_\_\_\_ for \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by [NAME] \_\_\_\_\_, as [TITLE] \_\_\_\_\_ of [CONTRACTOR] \_\_\_\_\_. He / She is personally known to me or has produced \_\_\_\_\_ [TYPE OF IDENTIFICATION] as identification.

\_\_\_\_\_  
Notary Signature  
Commission No. \_\_\_\_\_

## **EXHIBIT D, INSURANCE AND BOND REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an “X” herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

### ***Automobile Liability Insurance Required Limits***

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

### ***Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)***

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$        Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

### ***Employer's Liability Insurance***

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

**Worker's Compensation Insurance**

**US Longshoremen & Harbor Workers Act**

**Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

**Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

**Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

**Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances  
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

**Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

**Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

**Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then

coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

**Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

**Asbestos Liability (If handling within scope of Contract)**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

**Disposal**

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

**Hazardous Waste Transportation Insurance**

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

**Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

**Garage Keeper's Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

**Bailee's Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

**Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

**Other [Specify]**

**REQUIRED BONDS**

**Bid Bond**

A Bid Bond in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

**Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the

award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

## ***I. INSURANCE REQUIREMENTS***

**THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

## ***II. General Insurance Provisions Applicable To All Policies:***

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a

Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

### ***III. BONDING REQUIREMENTS***

**Bid Bond/Certified Check.** By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY

prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

**CONTRACTOR'S INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_

Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your agreement.***