



## Indian River County Purchasing Division

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

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# Request for Proposals

Project Name: Disaster Debris Removal

RFP #: 2020025

RFP Opening Date: **February 19, 2020**

RFP Opening Time: **2:00 P.M.**

**All submittals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.**

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL, **PLUS** ONE ELECTRONIC COPY, PER THE PROPOSAL INSTRUCTIONS.

Refer All Questions to:  
[purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## REQUEST FOR PROPOSALS

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Notice is hereby given that the Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

**RFP # 2020025**  
Disaster Debris Removal

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Room B1-301, Vero Beach, Florida 32960 by 2:00 p.m., Wednesday, February 19, 2020. Late submittals will not be accepted or considered.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

**PURCHASING MANAGER**  
INDIAN RIVER COUNTY

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**Publish: For Publication in the Indian River Press Journal**

**Date: Sunday, January 12, 2020**

**Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:**

**Indian River County**  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

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## Statement of No Bid/Proposal

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Should you elect not to respond, please complete and send this page by email ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960.

Please select all of the following that apply.

Our decision not to propose on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

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## Scope of Services

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### Background

Disaster Recovery Contractors are sought to support Indian River County (“County”) in the management of debris resulting from but not limited to catastrophic events such as tornadoes and hurricanes. Disaster Recovery will also include beach cleaning due to Red Tide or other Marine Related Events. The Contractor shall clear and remove any and all “eligible” debris (See Appendix A for definition of “eligible” debris) primarily from public right-of-way on County streets and roads. Work will include the following:

- ◆ Examine debris to determine whether or not debris is eligible, burnable or non-burnable
- ◆ Load the debris
- ◆ Haul the debris to approved staging area, dumpsite or landfill
- ◆ Process debris including sorting, grinding, mulching, or burning
- ◆ Establish and operate temporary debris staging and processing sites
- ◆ Provide project management services
- ◆ Haul and dispose of reduced debris to permitted disposal site
- ◆ Respond and repair damages resulting from Contractor’s work
- ◆ Keep records consistent with FEMA requirements and provide copies to County monthly.
- ◆ Assist Indian River County in FEMA reporting and reimbursement efforts
- ◆ Respond to Red Tide/Algae events to access and remove vegetation and/or deceased fish/marine wildlife as directed.

Note: Contractor shall comply with all provisions contained in Appendix A to this section.

The County intends to award a contract to one Primary Contractor and one Secondary Contractor.

### EXPENSES INCURRED

This solicitation does not commit the County to pay any costs incurred in the preparation and submission of an offer in any form or to produce or contract for said services.

### COUNTY PROJECT ADMINISTRATION

All firms are hereby placed on notice that the County has designated the Indian River County Public Works Director as the liaison for this project.

### RESPONDENT’S RESPONSIBILITY

Before submitting a proposal, each firm shall make all investigations and examinations necessary to learn the conditions and requirements that may influence the performance of the services requested and the contract. Failure to make such investigations and examinations shall not relieve successful Contractor(s) from the obligations to comply, in every detail, with all the provisions and requirements of the awarded contract nor shall it be a basis for any claim whatsoever for alteration in any condition of the awarded contract.

### Scope of Work

#### COOPERATION/COORDINATION

The County and its authorized representatives shall be permitted access at every facility or property for the inspection of all work.

- ◆ Work by County: The County hereby reserves the right to perform activities in the area where work is being done under this contract with its own forces.
- ◆ Work by Other CONTRACTORS: The County hereby reserves the right to permit other CONTRACTORS to work within the area, which is the site of the work under this contract.
- ◆ Coordination: CONTRACTOR shall afford County and other CONTRACTORS reasonable opportunity for the introduction and storage of their equipment, materials and the execution of their work concurrently, and shall properly coordinate its work with theirs in the best interest of the County.

#### **COMMENCEMENT OF WORK**

The work shall commence immediately upon receipt of a Notice to Proceed. The Contractor shall mobilize within 72 hours of receiving Notice to Proceed.

#### **PAYMENT AND PERFORMANCE BONDS**

Contractor shall provide the County with Payment and Performance Bonds in the amount of \$1,000,000 or 100% of the contract value, whichever is greater, within three (3) calendar days of a written Notice to Proceed by County. Once activated, the Payment and Performance Bond shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Public Construction Bond in an amount equal to the new value.

#### **DEFECTIVE EQUIPMENT**

All equipment furnished or work performed, when not in accordance with the intent of these Specifications, shall be rejected and shall be removed immediately and replaced by suitable and satisfactory equipment. Failure to reject any defective work or equipment will not prevent later rejection when such a defect is discovered and shall not relieve the CONTRACTOR of his obligation to fulfill his contract even though such work and equipment have been previously inspected by the County and accepted; it shall not obligate the County to final acceptance nor shall it prevent the County in any time subsequent from recovering damages from work actually shown to be defective within a one (1) year period after the final acceptance.

If the CONTRACTOR fails to remove any defective work or equipment, the County shall have the right to stop work and remedy the cause at the expense of the CONTRACTOR.

If the County deems it expedient to accept minor imperfect work, the County shall have the right to retain such work and an equitable deduction shall be made in the Contract price.

#### **DAMAGE TO ROADWAYS, RIGHTS-OF-WAY AND PRIVATE PROPERTY**

Until final acceptance of the work by the County, it shall be under the charge and care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to property by the action of the elements, or from any other cause whatsoever. The CONTRACTOR shall rebuild, repair, restore and make good, at his own expense, damages to any portion of properties before its completion and acceptance.

Final Cleanup. Before the contract is considered complete, all rubbish and unused material due to, or connected with, the work must be removed and all premises, rights-of-ways, and lands left in a condition satisfactory to the

County. All property, public or private, disturbed or damaged, during the execution of the work shall be restored to its former condition. Final payment will be withheld until such work is accomplished.

#### **SAFETY AND PROTECTION**

Safety. The CONTRACTOR shall furnish and install all necessary equipment and facilities for the protection of the workers and the safety of the public and shall carry on this work in a manner best calculated to avoid injury to the public or to the workers.

Protection of Adjacent Property and Utilities: The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through his operations. The CONTRACTOR shall take cognizance of all existing utilities and he shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional costs to the County any breakage or damage caused by his operation. Should the County be required to make such repairs, the cost of such repairs shall be deducted from the contract price.

#### **CONTRACT PERIOD**

This Contract shall be binding on the parties for a period of twenty-four (24) consecutive months from the date of this Contract by both parties unless terminated earlier in accordance with its terms. The County may extend the term of this Contract for up to two additional terms of 24 months each on the same terms and conditions.

#### **REQUIRED NOTIFICATIONS**

The Contractor shall notify the County immediately upon any change in ownership or financial condition of the company. The County reserves the right to terminate any contract entered into between the County and an awarded Contractor if in the County's sole and absolute judgment changes to the company's ownership or financial condition renders the Contractor unable to perform the scope of services sought under this contract.

The Contractor shall disclose future contractual obligation within the State of Florida or other Counties or Municipalities throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Contract.

#### **ADJUSTMENTS TO RATES**

Price adjustments will be made on an annual basis after the first 12 months of the agreement has passed, based on the consumer price index (CPI). Unit prices shall be adjusted upward or downward annually to reflect changes in the CPI for all urban consumers for the South. Should the CPI be discontinued or substantially modified, an alternate index shall be chosen by mutual agreement of the Contractor and the County. Prior to each anniversary of the effective date of the agreement, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period of December to December. The Contractor shall notify the County in writing of any requested increases that are based on the CPI, as provided in this section, no less than thirty (30) days prior to the anniversary of the effective date of the agreement.

#### **PAYMENT PROCEDURES**

County shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment at intervals not less than once each month during performance of the Work as provided below.

Progress payments shall be for 90% of the work completed with 10% of the payment be held as retainage.

Final Payment: Upon final completion and acceptance of the Work, County shall pay the remainder of the Contract Price including any retainage as recommended by County Contract Administrator.

#### **ADMINISTRATION**

The County shall appoint a contract administrator for this contract with the authority to issue Notices to Proceed for Federal Public Assistance categories of work. All Notices to Proceed shall include a complete and comprehensive Scope of Work. The Contractor shall not initiate work if there is not a Scope of Work provided with the Notice to Proceed.

#### **AVAILABILITY OF FUNDS**

This Contract is for goods and services related to disaster response and recovery operations. Activation of this Contract will occur in anticipation of Federal and State Public Assistance funding.

### **Specific Work Tasks**

The qualified firm(s) will develop and present the scope of services, meeting the County needs. The work to be undertaken includes, but is not limited to the following:

#### **DEBRIS REMOVAL**

Emergency Road Clearance – Removal of debris from the primary transportation routes as directed by the County. In this role the contractor will perform an emergency “PUSH” sufficient to allow emergency vehicles to traverse the roadway. The County will determine route priorities for this push. Additionally, in preparation for an imminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into the County. The County will designate roadway priorities for this push.

Debris Removal from Public Property – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and other land owned by the County. It may be necessary to make several trips through a neighborhood as debris is moved to the ROW. In this case the loads will need to be documented separately, per the instructions of the County.

Debris Removal from Private Property – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by the County, will accomplish the removal of debris from private property, to include private roadways.

Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW or private property to a County approved TDSR site or County designated final disposal site.

Eligible Demolition, Removal and Transportation of Structures - Work consists of the demolition of structures on public property or private property, as directed by the County, obtaining necessary permits and hauling the resulting debris to a County designated final disposal site.

Removal of Eligible Hazardous Trees and Limbs - Work consists of removing eligible hazardous trees and limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Appendix A.

Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of removal, transportation and disposal of eligible household hazardous waste. (HHW).

Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.

White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Eligible E-waste Item Removal – Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the County.

Eligible Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.

Hazardous Tree Stumps – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size. GPS X and Y coordinates are required for reimbursement by FEMA.

Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of the County.

Canals, Streams and Conservation Areas – The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or manmade waterways.

**DEBRIS PROCESSING:**

Temporary Debris Staging and Reduction Site (TDSRS) – The Debris Monitoring Consultant, as assigned by the County, will determine the minimum number of sites required for each storm event. The County will designate the TDSRS to be activated. The County will select these sites at the beginning of the each hurricane season. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor’s responsibility.

Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County’s discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

TDSRS Debris Removal Operations Plan and Environmental Protection Plan – This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address following functions:

- ◆ Access to site
- ◆ Site preparation -clearing, erosion control, and grading
- ◆ Traffic control procedures
- ◆ Safety
- ◆ Segregation of debris



- ◆ Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- ◆ Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- ◆ Location of existing structures or sensitive areas requiring protection
- ◆ Restoration of Site

All debris shall be processed in accordance with local, State and Federal law, standards and regulations. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

Generated Hazardous Waste Abatement – Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards and regulations.

Debris Disposal – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. The Contractor shall be responsible for paying all landfill tipping fees and provide all required documentation to the County needed to receive eligible reimbursement through FEMA and the Federal Highway Administration (FHWA) for such fees.

Assist County and Debris Monitoring Consultant in the following:

- ◆ Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
- ◆ Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
- ◆ Make sure load is properly secured for transport.
- ◆ Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable.
- ◆ Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- ◆ Maintain manifest tickets in an organized manner for proper record review and storage.
- ◆ Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load.
- ◆ Document location of origin of debris.
- ◆ Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.
- ◆ Remain in contact with the central office/staging operation command center.
- ◆ Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

**DOCUMENTATION AND RECORDS:**

Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, State and Federal laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and Debris Monitoring Consultant will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Monitoring Consultant will coordinate data collection and information management systems, including but not limited to:

- ◆ Prepare detailed estimates and for use in Project Worksheet preparation.

- ◆ Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- ◆ Provide daily, weekly or other periodic reports for County managers and the Debris Monitoring Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
- ◆ The Contractor shall provide all requested information to the Debris Monitoring Consultant that is necessary for proper documentation for reimbursement of costs from FDEM, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Monitoring Consultant will coordinate this work.
- ◆ Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team.

**Documentation and Recovery Process** – The Contractor will provide the following assistance in addition to debris removal:

- ◆ Recovery process documentation – create recovery process documentation plan
- ◆ Maintain documentation of recovery process
- ◆ Provide written and oral status reports as requested to County Debris Monitoring Consultant
- ◆ Review documentation for accuracy and quantity
- ◆ Assist in preparation of claim documentation.

**TDSRS Site Reclamation** – Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan, as approved by the County.

**Work Areas** – The County will establish and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, private properties/accesses and TDSRS. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Fill dirt, re-vegetation and grading may be required to achieve the desired condition.

**Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only unless otherwise authorized by the County. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk unless otherwise authorized by the County. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to County approval. The County approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use. The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**Priority of Work Areas** – The County will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the County. Such determination will not be unreasonably withheld.

**Safety** – The Contractor shall have at least one Safety Officer on duty at all times. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Florida Department of Transportation Maintenance of Traffic Standards (FDOTMOT). All work zones shall conform to FDOTMOT Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

## Appendix A – Additional Provisions

- A. The Contractor shall collect, remove, transport, and process disaster debris at the Temporary Debris Staging and Reduction Sites (TDSRS) as designated by Indian River County.
- B. Collection of debris shall include identification, assessment and removal of hazardous materials, hazardous wastes, bio-hazardous wastes, dead animals, and hazardous stumps.
- C. Collection and removal of debris shall include clearing limits of right-of-way. Trees located on private property that have fallen into the right-of-way shall be cut off at the right-of-way line and removed.
- D. Eligibility of stumps and hanging limbs must be determined on a case-by-case basis.
- E. Trees and limbs in contact or close proximity to Utility lines shall not be removed until the Utility Company has removed or relocated their facilities.
- F. Processing of debris shall include the establishment and operation of multiple temporary debris-staging areas/processing-sites throughout Indian River County where collected debris may be sorted, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal to the Indian River County Solid Waste Landfill or other approved disposal facilities.
- G. Eligibility of debris is determined by FEMA. Contractors do not have the authority to make eligibility determinations. Generally, disaster-related debris located on public property and in public rights-of-way is eligible for FEMA reimbursement. Eligible disaster debris may include downed trees and other woody debris; sand, silt, mud and gravel; building wreckage; and vehicles in the right-of-way.
- H. Debris on private property generally is not eligible for FEMA funding, but disaster-damaged personal property may be moved to the curbside to be picked up by an eligible Applicant. Debris from a commercial business or resulting from work performed by a private contractor is not eligible.
- I. Disposal of debris shall include any reduction, separation, or other processing of material needed for the further removal and disposal of debris. Contractor will recycle the resulting mulch at a State approved disposal site.
- J. The maintenance of traffic for this contract shall be in accordance with the applicable FDOT Standard Index numbers (600 Series) and the U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices and shall be followed in application, installation, maintenance and removal of all traffic control devices, warning signs, devices, and barriers necessary to protect the public and workmen on roads, and rights-of-way in Indian River County. Pedestrian and vehicular traffic shall be maintained and protected at all times.
- K. The Contractor shall ensure that all vehicles, trucks, equipment, and trailers operating on Indian River County roadways and rights-of-way are in compliance with all Federal, State, and local rules, laws, and regulations. All vehicles, equipment, trucks, and trailers shall be properly licensed, insured, and equipped with lights, back-up alarms, horns, and any other safety equipment mandated by Federal, State, and local rules, laws, and regulations. Vehicles without proper safety equipment shall not be utilized.

- L. The Contractor shall supply pre-numbered 5 part Debris Load Tickets to the County for the entire project upon request if electronic debris tracking is not available for use. Each ticket will contain the following information:
- ◆ Ticket Number
  - ◆ Contractor Name
  - ◆ Truck Number
  - ◆ Loading Location
  - ◆ Field Inspector
  - ◆ Measured Truck Capacity
  - ◆ Date
  - ◆ Site Departure Time
  - ◆ Dump Site Location
  - ◆ Dump Site Arrival Time
  - ◆ Debris Classification (Vegetative, C&D, Mixed)
  - ◆ Estimated % Full and Debris Quantity
- M. The Contractor shall notify the County at least 3 days in advance of any unusual “ramping up” of work forces.
- N. No homemade trailers with plywood extensions will be permitted. Trailers towed behind trucks must be able to mechanically dump on their own with no assistance from equipment at the dumping site.
- O. The Contractor shall only utilize mechanical loading equipment with grapple or clamshell type devices for loading debris. Hand loading will be prohibited.
- P. All transport hauling equipment shall be single axle, tandem wheel, or semi-trailer trucks that are designed by the manufacturer for the intended purpose. No plywood extended sides will be permitted. Steel side extensions that have steel reinforced vertical supports are allowed.
- Q. All transport hauling equipment shall be equipped with tailgates that extend upward minimally to the height of the sides of the box.
- R. All loaded trucks and trailers shall be tarped or covered during transport, in accordance with Florida law and local codes.
- S. The Contractor shall meet minimum production demands established by the County and begin debris removal phasing (C & D removal and mulch reduction and hauling) within three days of the County’s request.
- T. All collection activities shall be directed in a logical, sequential manner, approved by the County, with no materials skipped over or left behind.
- U. The Contractor shall assure that all subcontractors have English speaking supervisors or representatives available in the field at all times during the contract period.

- V. The Contractor shall repair immediately upon request any damage caused by the debris removal operation that is deemed a public safety issue, including, but not limited to, asphalt, sidewalks, culvert pipes, swales, driveways, and/or any public or private property.
- W. The Contractor shall provide the following facilities at each debris-staging area/processing-site, regardless of who provides the site (Contractor or County):
  - 1. Each processing site shall have a roofed inspection tower erected upon it sufficient to support a minimum of three inspectors, and built to a height to allow a clear view down into a loaded truck. Mechanical lifts are discouraged.
  - 2. Each processing site shall have a temporary roofed shelter or canopy erected for the comfort of support staff and personnel from weather conditions.
  - 3. Each processing site shall have at least two portable sanitary units (porta-potties) that are clean and regularly maintained throughout the contract period. The Contractor shall keep an adequate supply of toilet paper in each unit.
  - 4. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the contract period.
- X. All loads brought to a temporary debris-processing site shall be inspected and recorded by the Contractor and the County.
- Y. The Contractor shall reclaim the site upon completion of the processing activities to include at a minimum removal of all equipment and debris, grading of the site to historical condition, and seeding and mulching of the exposed areas.

### **Compliance of Federal, State, and Local Laws, Rules, and Regulations**

All processing activities shall be conducted in compliance with all federal, state, and local laws, rules, and regulations.

- i) The Contractor shall be responsible for obtaining and paying for all permits needed to construct, operate, maintain, close, and reclaim the debris processing sites.
- ii) The Contractor shall be responsible for any environmental sampling required at the debris staging area. Normally areas used to stage vegetative debris do not require any environmental sampling. Areas used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling to close the site after the debris or ash is removed. It would also be advisable to sample the area prior to staging any mixed debris to identify any existing contamination at the site.
- iii) The Contractor shall maintain the site in accordance with all local, state, and federal laws, rules, and regulations including at a minimum erosion control, storm water management, and fire control.
- iv) The Contractor shall not be responsible for C&D disposal fees at the County landfill.
- v) The Contractor shall provide and pay for all the necessary labor, tools, and equipment to execute the work described in this Scope of Services.
- vi) The Contractor shall obtain burn authorizations when using the burning option as a reducing technique. A permit from the Florida Forest Service (FFS) is required for temporary incinerators

such as portable air curtain incinerators and a permit from Florida Department of Environmental Protection (FDEP) is required for permanent incinerators such as an air curtain incinerator.

**Contractor Assistance and Cooperation**

1. The Contractor shall provide the County any assistance, in its capacity, for FEMA reimbursement efforts.
  - i) The Contractor shall provide all records, including, but not limited to, truck and trailer registrations, disposal tickets, debris-dumping site logs, area maps, and other data sufficient to provide substantiation for FEMA and State reimbursement applications.
  - ii) The Contractor shall assist the County in responding to federal and state agencies request for additional information and/or auditing as directed by the County.
2. The Contractor shall conduct the Debris Removal and Disposal Contract in strict accordance with guidelines set forth in this contract document.
3. The Contractor shall coordinate and cooperate fully with the County Debris Monitoring Consultant at all times.

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## Proposal Instructions

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Proposers shall submit in accordance with the General Instructions:

One (1) marked original, AND

Five (5) copies, AND

One (1) electronic copy (as a single pdf) on USB, CD with your submittal, or by email to [purchasing@ircgov.com](mailto:purchasing@ircgov.com) prior to the deadline for hard copy bid receipt.

***Information to Be Submitted:***

Submittals must include and are requested to be organized as follows:

**TAB A - QUALIFICATIONS AND EXPERIENCE**

1. Submit the **Proposer Information Form** and referenced support documents. Include a copy of any and all professional licenses as required to perform the services described herein.

2. Provide an overview of Proposer's experience indicating the resources, understanding, qualifications, and background, etc. in providing the services as detailed in the Scope of Work. List in detail experience with relevant projects completed within the previous ten (10) years, including the name of the project, location, type and value, and project contact information. If deemed applicable, experience will be based on the principals of the proposing company and their prior company backgrounds to accommodate divestitures and acquisitions. Include any pertinent information needed to determine the proposer's experience and ability to perform the anticipated work.

The proposer shall supply sufficient documentation, such as identification of major subcontractors and equipment suppliers, that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.

Specifically, the proposal shall include:

- ◆ A list of major debris removal projects completed within the past 5 years.
- ◆ A description of major debris removal projects completed beyond five years in Florida and also throughout the United States.
- ◆ Information on how the proposer has previously handled disposal of hazardous materials, construction debris and white goods.
- ◆ A write-up on how the proposer has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.
- ◆ A write-up of how the proposer was previously deployed and their response times for deployment.
- ◆ Include a description of the resources and equipment used and available for past debris removal projects described.
- ◆ A list of equipment, estimate of workload, and future commitments to other emergency response contracts.
- ◆ Address the proposer's ability to mobilize including what is anticipated for a maximum time to mobilize.

For each of the above items the proposer shall make sure to include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts. The proposer should provide information necessary to investigate the work with the public agency.



**TAB B – PROFESSIONAL REFERENCES**

Provide at least three (3) references for the same or similar services where the service has been provided within the past ten (10) years of direct or relevant projects completed that are the same or similar to the magnitude for this RFP, including company/agency name, contact person, phone number and e-mail address. The information provided under this tab, must be current and the County must be able to contact references for verification as part of the evaluation process.

**TAB C – REQUIRED DOCUMENTS**

Include the following forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- ◆ Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code
- ◆ Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- ◆ Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable.

**TAB D – FINANCIAL INFORMATION**

All proposers shall supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

**TAB E – PROJECT APPROACH AND SCHEDULE**

- State your firm’s plans and approach for providing the goods and services outlined in this RFP.
- Provide a summary regarding your firm’s ability to deliver the requested services in a specific timeframe.
- The information presented shall be in enough detail to enable the County to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

Provide your interpretation of what is required to meet the needs of the County. The proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position. Describe how the work will be accomplished, the quality control, and how FEMA requirements will be met. Include the operational processes for the debris reduction sites. Identify the resources you will mobilize for each scenario and state your commitment and timeframe to deploy these resources when called upon. Provide the management processes anticipated to be used. Include how the interaction may take place between you, the County, and the Debris Monitoring Personnel. Provide a matrix detailing your approach to the project and list of costs associated with personnel and equipment.

**TAB F –PROPOSAL PRICING FORM**

Complete and submit the enclosed Proposal Pricing Form.

The proposal response with the lowest proposed grand total amount being offered will receive twenty-five (25) points. The second lowest proposed amount will be divided into the low proposed amount and multiplied by twenty-five (25) to arrive at a point total, and so on for the other proposals.

(Example is as follows: If the lowest proposed amount is: \$50,000, they will receive 25 points, if the second is: \$60,000 the calculation is as follows:  $\$50,000 / \$60,000 \times 25 = 21$  points).

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal

1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
  5. After interviews (if interviews are held), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Initial Ranking Criteria:**

<b>EVALUATION CRITERIA</b>	<b>EVALUATION POINTS MAXIMUM</b>
1. Qualifications and Experience	25
2. References	15
3. Required Documentation (Insurance, Disclosure, Licensure)	10
4. Financial	10
5. Project Approach and Schedule	15
6. Proposal Pricing	25
<b>TOTAL</b>	<b>100</b>

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Submittals must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

**Submission:** Submit one marked original and five (5) copies of your proposal. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

**Confidential or Trade Secret Information:** Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the County.

**Affirmative Steps:** CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Indemnification:** The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

**Public Access:** The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Proposer certifies that it and those related entities of respondent as defined by Florida law are not 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 Section 215.473 of the Florida Statutes

and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**Local Preference:** Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

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

**Regulations:** It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any submitter as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

**Direct Purchase:** Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's

Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted proposer. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Proposer shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in their cost proposal.

**Applicable Law and Venue:** This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Cancellation:** It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

**Errors:** When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

**Right to Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Awards:** The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Selected Firm shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

Each Occurrence \$500,000  
Fire Damage-any one fire \$50,000  
Medical Expenses-any one person \$5,000  
Personal and Advertising Injury \$500,000  
General Aggregate \$500,000  
Combined Single Limit \$500,000

**Automobile Liability** – Combined Single Limit \$500,000

**Worker's Compensation** as required by the State of Florida

Each accident \$100,000  
Each Disease – Each employee \$100,000  
Each disease – policy limit \$500,000

**Professional Liability Insurance**

\$1,000,000 per occurrence  
\$2,000,000 aggregate combined single limit  
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.***



**PROPOSER INFORMATION**

1. Communications concerning this proposal shall be addressed to:

<b>Company Name</b>			
<b>Tax ID Number</b>		<b>W-9</b>	<b>Attached</b> <input type="checkbox"/>
<b>FL Contractor License #(s)</b>		<b>Corporate Status</b>	<b>Attached</b> <input type="checkbox"/>
<b>Contact Name</b>		<b>Phone</b>	
<b>Title</b>		<b>Email</b>	
<b>Address</b>			

2. The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. If Proposer is not a licensed Contractor, attach documentation on the qualifications of all key staff by position. Describe education, experience and training. Describe experience with Maintenance of Traffic, damage repairs, job site safety, protection of public, working with heavy equipment and removal of hazardous and bio-hazardous waste. Also, identify staff experience working with governmental entities and list those projects.

4. Number of years the firm has performed business as a Contractor in work of the type involved in this contract:

5. Bonding:

Bonding Company Name: \_\_\_\_\_ Firm's Bonding Capacity \_\_\_\_\_

Bonding Company Address: \_\_\_\_\_

(attach a letter from your bonding company stating its rating and the maximum amount in which your firm can be bonded)

6. Attach a detailed description of the Contractor's organizational structure, "chain of command" of Contractor's response team and project management methods. Provide the name and address of Subcontractors and detail the intended scope of their work.

**PROPOSAL PRICING FORM**

Proposer submits the following prices for the work described in this solicitation:

Cat.	Description	Unit	Cost Per Unit
First Push Equipment	Wheeled Loader (Cat 930 – Deere 524 size Equivalent or Larger)	DAY	\$
	Grader (Cat 12 or Deere 670 size Equivalent or Larger)	DAY	\$
	Skid Steer (Deere 330 size or Equivalent or Larger)	DAY	\$
Vegetative Collect and Haul	0-15 Miles Veg from Right of Way (ROW) to DMS	CY	\$
	16-30 Miles Veg from ROW to DMS	CY	\$
	31-60 Miles Veg from ROW to DMS	CY	\$
	>60 Miles Veg from ROW to DMS	CY	\$
	Single Price Veg from ROW to DMS	CY	\$
Management and Reduction	Grinding/chipping vegetative debris	CY	\$
	Air Curtain Burning vegetative debris	CY	\$
	Open Burning vegetative debris	CY	\$
	Compacting vegetative debris	CY	\$
	Debris Preparation, management, and segregation at DMS	CY	\$
C&D Collect and Haul	0-15 Miles C&D from Right of Way (ROW) to DMS	CY	\$
	16-30 Miles C&D from ROW to DMS	CY	\$
	31-60 Miles C&D from ROW to DMS	CY	\$
	>60 Miles C&D from ROW to DMS	CY	\$
	Single Price C&D from ROW to DMS	CY	\$
Final Disposal	0-15 Miles from DMS to Final Disposal	CY	\$
	16-30 Miles from DMS to Final Disposal	CY	\$
	31-60 Miles from DMS to Final Disposal	CY	\$
	>60 Miles from DMS to Final Disposal	CY	\$
	Single Price from DMS to Final Disposal	CY	\$
Tree Operations	Remove Hazardous Trees 6"-12" trunk	Tree	\$
	Remove Hazardous Trees 13"-24" trunk	Tree	\$
	Remove Hazardous Trees 25"-36" trunk	Tree	\$
	Remove Hazardous Trees 37"-48" trunk	Tree	\$
	Remove Hazardous Trees 49" or larger	Tree	\$
	Remove Hazardous Limbs >2" from tree	Tree	\$
	Remove Hazardous Stumps 24"-36" diameter	Stump	\$
	Remove Hazardous Stumps 37"-48" diameter	Stump	\$

Cat.	Description	Unit	Cost Per Unit
	Remove Hazardous Stumps >49" diameter	Stump	\$
	Fill dirt for stump holes after removal	CY	\$
<b>Specialty Removal</b>	Debris Removal from canals, rivers, creeks, streams, and ditches	CY	\$
	Pick up, screen, and return debris laden sand/mud/dirt/rock	CY	\$
	Removal of eligible vehicles	EA	\$
	Removal of eligible vessel from land	LF	\$
	Removal of eligible vessel from waterway	LF	\$
	Carcass and Putrescent Removal (animals/organic fleshy matter)	LB	\$
	Fish and Marine Wildlife Carcass Removal (Red Tide/Beach Related Impacts)	CY	\$
	White Goods from Row to Disposal	EA	\$
	Freon Management and Recycling	EA	\$
	Demolition of Private Structure	CY	\$
	E-waste containing hazardous materials (CRT, computers, monitors and TVs)	EA	\$
	Silt Removal	CY	\$
	Bio-waste	LB	\$
	HHW	LB	\$
<b>Restoration</b>	Beach/Lake Restoration (Berm/Beach Construction)	CY	\$
	Canal Shoreline Restoration	CY	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto, including the FEMA "Debris Management Guide" (located at <https://www.fema.gov>). Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

(     )  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-mail

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF  
RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2020025  
for Disaster Debris Management

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

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

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

---

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

---

**(This form MUST be submitted with your response)**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

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

By: \_\_\_\_\_  
(Authorized Signature)

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

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

---

**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(This form MUST be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date



---

## **Sample Agreement**

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**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called County) and \_\_\_\_\_ (hereinafter called CONTRACTOR). County and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Disaster Debris Removal and Disposal

### **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Disaster Debris Removal and Disposal
RFP Number:	2020025
Project Address:	County-wide

### **ARTICLE 3 - CONTRACT TERM**

The term of this agreement shall be two years with two two-year extensions available.

### **ARTICLE 4 - CONTRACT PRICE**

County shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to work authorized and at the prices stated in CONTRACTOR's Proposal, attached hereto as Exhibit 1. CPI rate increases will be implemented, as described in the RFP.

### **ARTICLE 5 - PAYMENT PROCEDURES**

#### **5.01 *Progress Payments.***

A. County shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment at intervals not less than once each month during performance of the Work as provided below.

1. Progress payments shall be for 90% of the work completed with 10% of the payment be held as retainage.

B. Final Acceptance and Payment: When the work provided for under this contract has been completed, in accordance with the terms thereof, a payment request in the amount of such work including any retainage shall be prepared by the CONTRACTOR, and filed with the County within fifteen days after the date of completion.

C. In accordance with the Florida Prompt Payment Act, after final acceptance by the County, the County shall make payment to the CONTRACTOR in the full amount. PAYMENT and acceptance of such payment by the CONTRACTOR shall release the County from all claims or liabilities to the CONTRACTOR in connection with this Contract.

**ARTICLE 6 - INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce County to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- H. CONTRACTOR has given County written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by County is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to \_\_ , inclusive);
- (2) Notice(s) to Proceed
- (3) Public Construction/Payment and Performance Bond(s);
- (4) Certificate(s) of Liability Insurance
- (5) Request for Proposals 2020025
- (6) Addenda (numbers to , inclusive);
- (7) CONTRACTOR'S Submitted Proposal (pages \_\_ to \_\_, inclusive);
- (8) Bid Bond (pages \_\_ inclusive);
- (9) Qualifications Questionnaire (pages \_\_ to \_\_, inclusive);
- (10) Drug Free Workplace Form (pages \_\_ to \_\_, inclusive)
- (11) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages \_\_ to \_\_, inclusive);
- (12) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (13) Certification Regarding Lobbying
- (14) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments;
  - b) Work Change Directives;
  - c) Change Order(s).

**ARTICLE 9 - MISCELLANEOUS**

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Request for Proposals.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. County and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract

term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**ARTICLE 10 – FEDERAL CLAUSES**

10.01 County and CONTRACTOR will adhere to the following, as they are applicable to this work:

**A. Equal Employment Opportunity.**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

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

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

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

**B. Compliance with the Contract Work Hours and Safety Standards Act:**

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

**C. Clean Air Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. Federal Water Pollution Control Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. Energy Policy and Conservation Act** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)

**F. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- G. Byrd Anti-Lobbying Amendment** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- H. Procurement of Recycled/Recovered Materials:**
- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (ii) Meeting contract performance requirements; or
    - (iii) At a reasonable price.
  - (2) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- I. Access to Records** The following access to records requirements apply to this contract:
- (1) The contractor agrees to provide the State of Florida, Indian River County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- J. DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- K. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- L. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- M. Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.
- N. AFFIRMATIVE STEPS:** CONTRACTOR shall take the following affirmative steps to ensure minority business, women’s business enterprises and labor surplus area firms are used when possible:



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

**Article 11: TERMINATION OF CONTRACT**

- A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the County with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the County may have under this Contract or under law:
  - (1) if in the County's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
  - (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
  - (3) if in the County's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
  - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
  - (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. County shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the County.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, County may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the County may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
  - (1) any new cost incurred by the County in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by County to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: County may at any time and for any reason terminate CONTRACTOR's services and work for County's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the County.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not 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 Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

County may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

County may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, County and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to County and CONTRACTOR. All portions of the Contract Documents have been signed or identified by County and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**County:**

INDIAN RIVER COUNTY \_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Susan Adams, Chairman

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

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

Attest: \_\_\_\_\_  
Deputy Clerk

License No. \_\_\_\_\_  
(Where applicable)

(SEAL)

Agent for service of process: \_\_\_\_\_

**Designated Representative:**

Name:  
Title:  
Address:  
Phone  
Email

**Designated Representative:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

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**Exhibit 1 – Pricing**

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## **Public Construction/Payment and Performance Bond**

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### **INSTRUCTION FOR PUBLIC CONSTRUCTION/PAYMENT AND PERFORMANCE BOND**

The front or cover page to the required public construction/payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

**Public Work  
F.S. Chapter 255.05 (1)(a)  
Cover Page**

**THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.**

**BOND NO:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

**CONTRACTOR ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR PHONE NO:** \_\_\_\_\_

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

**SURETY PRINCIPAL  
BUSINESS ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**SURETY PHONE NO:** \_\_\_\_\_

**OWNER NAME:** \_\_\_\_\_

**OWNER ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**OWNER PHONE NO:** \_\_\_\_\_

**OBLIGEE NAME:** \_\_\_\_\_

(If contracting entity is different from the owner, the contracting public entity)

**OBLIGEE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**OBLIGEE PHONE NO:** \_\_\_\_\_

**BOND AMOUNT:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

(If applicable)

**DESCRIPTION OF WORK:** \_\_\_\_\_

\_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

\_\_\_\_\_

**LEGAL DESCRIPTION:** \_\_\_\_\_

(If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_  
(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, \_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_,

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(As Attorney in Fact)

\_\_\_\_\_  
(Name of Surety)