



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Disaster Debris Monitoring

RFP #: 2019062

RFP Opening Date: **October 15, 2019**

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

All submittals must be received by the Purchasing Division, 1800 27th 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 1 ELECTRONIC COPY AS A SINGLE PDF ON USB DRIVE OR CD, OR BY EMAIL TO PURCHASING@IRCGOV.COM PRIOR TO THE DEADLINE FOR RESPONSES.

Refer All Questions to:
purchasing@ircgov.com

REQUEST FOR PROPOSALS

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

RFP # 2019062
Disaster Debris Monitoring

Detailed specifications are available at: 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 27th Street, Building B, Vero Beach, Florida 32960 by 2:00 p.m. Tuesday, October 15, 2019. 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

Publish: For Publication in the Indian River Press Journal

Date: Monday, September 16, 2019

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

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid/Proposal

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

Please select all of the following that apply. Our decision not to submit 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:

Scope of Services

INTRODUCTION

Indian River County is seeking proposals from qualified firms, hereinafter referred to as the Consultant, to provide Disaster Debris Monitoring Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The County is seeking proposals to establish pre-need, pre-event contracts with both primary and secondary qualified and experienced emergency and debris monitoring firms to provide services in response to disaster or emergency events. In the event of a disaster or emergency, the Consultant shall service the County first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the County. Consultant may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Administrator. The County retains the right to perform the services in-house or to obtain similar services from additional consultants.

The selected firms shall be responsible for monitoring the recovery efforts of the County's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The selected firms must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions.

Consultant will work under the direction of the County's Contract Manager. The Contract Manager will issue a Notice to Proceed to start work, and the notices to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and are routinely engaged in performing such services and meet the requirements of this RFP.

The selected firms must be experienced and knowledgeable in FEMA and Insurance reimbursement rules and procedures, and must demonstrate such in its response to this RFP. The selected firms must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firms will be responsible for staying current with all FEMA and other applicable agency guidelines and regulations and will be responsible for advising the County from beginning to end to ensure maximum financial recovery for the County.

DEFINITIONS:

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code.)

Consultant means the successful Proposers (primary and secondary), whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Contract Manager means the County's representative duly authorized by the County Administrator to provide direction to the Consultant regarding services provided pursuant to this RFP and resulting contract.

Debris means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

Debris Monitor means the Consultant retained by the County to monitor the DMC's activities pursuant to its contract with the County and to ensure compliance with FEMA requirements.

Debris Management Contractor (DMC) means the separately solicited and selected Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Drop-Off Site means a site established for residents of the County to drop off debris, which include the Landfill and Customer Convenience Centers.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement.

FDEP means the Florida Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FFWC means the Florida Fish and Wildlife Conservation Commission.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency (EPA): 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with EPA Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain hazardous waste.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the County Contract Manager (or designee) to the CONSULTANT of the date and time for work to start.

NRCS means Natural Resources Conservation Service.

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

Project Manager means the Consultant's representative authorized to make and execute decisions on behalf of the Consultant.

Temporary Debris Management Site (TDMS) means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal. The County currently utilizes the following locations as TDMSs:

1. Fairgrounds (North County)
2. Oslo Road (South County)

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

GENERAL REQUIREMENTS:

Availability – Consultant shall disclose current and future debris management contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude Consultant from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of Consultant available resources committed to these other accounts. Report

will also indicate available resources dedicated to the County. The expectation is that in the event of a disaster, Consultant shall service the County first.

FEMA Compliance – Consultant shall work closely with the County’s DMC to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. Consultant’s failure to utilize federally-approved documentation while performing work may result in nonpayment of services to the Consultant by the County.

Onsite Interference with Disaster Recovery Efforts – Consultant shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.

Monitoring of DMC Removal Activities – The Contract Manager and Consultant will monitor all DMC operations. DMC is expected to work closely with the Consultant and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the County or Consultant. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

PROJECT MANAGEMENT AND PROCESS OVERSIGHT:

Consultant shall monitor cleanup activities against the County’s established debris cleanup zones as illustrated in Attachment A.

Project management and process oversight activities shall include, but not be limited to, the following:

Consultant shall appoint a Project Manager, who will be the County’s primary point-of-contact and will be responsible for all services and personnel that are provided by Consultant. The Project Manager shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan. It is recommended that personnel substitution commence at the annual meeting, which generally occurs in May.

The Project Manager and other key personnel shall report to the County’s Emergency Operations Center (EOC) within eight (8) hours of notification by the County. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue Notice to proceed 24- to 48-hours prior to a storm event, depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

The Project Manager shall assist the County in developing a Debris Management Action Plan for the specific occurrence. Consultant may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDMSs, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event.

The Project Manager shall attend all meetings and briefings designated by the County. Daily meetings will be conducted by the County with Consultant, DMC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

Consultant shall provide trained personnel to observe, direct and document the activities of the DMC. Consultant shall be responsible for scheduling work for all its personnel on a daily basis. Consultant shall assist the County in coordinating work assignments for the DMC.

Consultant shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.

The Consultant shall be operational at the completion of the first push (first 70 hours). DMC and County employees will report to the TMDS to obtain work orders and field monitors from the Consultant before work is commenced. Consultant shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.

Consultant shall track and coordinate with County personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.

Consultant shall prepare FEMA worksheets and review such worksheets with County staff.

Consultant shall provide the following annual services at no additional cost to the County:

- ✓ Attend and participate in an annual meeting with the County, anticipated to be held in May.
- ✓ Prepare and present a written plan of operations, including a clear description of the percentage of work Consultant may subcontract out and a list of subcontractors, at an annual meeting with the County.
- ✓ Upon request, Consultant shall annually review and visit, with County staff, the TDMS(s) to be used during the coming year.
- ✓ Participate in phone consultations and provide reference information to County staff upon request.

DOCUMENTATION AND REIMBURSEMENT:

Consultant shall provide load tickets to track and document the removal and management of all Eligible Debris. Consultant shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Consultant shall retain original completed tickets on behalf of the County, which shall be turned over to the County, daily. Copies of completed load tickets shall also be retained by Consultant, vehicle driver, subcontractor, and DMC. Additionally, each day the load tickets shall be scanned or transferred into a master electronic file with a summary spreadsheet identifying each truck and ticket.

Each load ticket shall contain the following information:

- a. Prime Contractor name
- b. County contract/Disaster number
- c. Load ticket number
- d. Subcontractor name
- e. Truck Driver name
- f. Date and time of pick up
- g. Date and time of delivery
- h. Pick up location (street address or primary street between specific areas).
- i. Loading Zone Number
- j. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
- k. Truck ID number and capacity
- l. Total cubic yards picked up
- m. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
- n. Delivery site

- o. Load Monitor Printed Name and Signature
- p. Dump Monitor Printed Name and Signature
- q. GPS coordinates

Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first 70 hours following a Presidential declared disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

Consultant shall coordinate with the County FEMA Consultant to ensure the proper documentation for reimbursement is completed as part of the monitoring process.

Consultant shall assist the County FEMA Consultant in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.

Consultant shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.

Consultant shall retain all documentation for at least ten (10) years following a disaster or emergency event.

FIELD COLLECTION MONITORING

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include, but not be limited to, the following:

Consultant shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews are Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.

Consultant shall coordinate with the County FEMA Consultant to ensure the proper documentation for reimbursement is completed as part of the monitoring process.

Consultant shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Consultant shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.

Consultant will have Field Monitors to monitor all DMC operations. Consultant will have monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the areas designated by the County and to verify the proper loading and compaction of debris into debris recovery equipment. Each truck driver will be given a load ticket that validates where the material originated. Photographs of debris shall be taken as directed by the County and/or required by FEMA to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.

If a Field Monitor finds that the DMC's work is not performed as specified by the County, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor or Project Manager. All stop work orders must be documented and reported to the County's Contract Manager.

Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat, and any special circumstances regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document, in detail, removal of the Hazardous Stumps, leaners or hangers.

Field Monitors shall enforce the DMC's Clean as You Go Policy.

TEMPORARY DEBRIS MANAGEMENT SITES (TDMSS) AND DROP-OFF SITE MONITORS

Consultant shall provide Monitors for each TDMS. Consultant shall be prepared for the County to begin hauling debris to the TDMSS within 12 hours after commencement of clean-up operations. TDMS Monitor responsibilities shall include, but not be limited to, the following:

Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.

Photograph loads of debris, as directed by the County and/or required by FEMA, and record load information on the photograph.

Collect all load tickets and provide copies of them to the DMC's designated personnel.

Obtain and verify the DMC's fleet documentation. Consultant will obtain from the DMC such documentation, including the make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.

Certify all debris vehicles at the TDMSS beginning 24- to 48- hours after the storm passes. Consultant shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Consultant shall also periodically and randomly perform volume capacity verifications of recovery vehicles.

Verify that all DMC equipment has been completely emptied prior to leaving the TDMS.

Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

Consultant shall provide or arrange for field operation trailers, scissor lifts, and generators at all TDMSS for use by its staff.

Consultant shall provide TDMS Monitor, if directed by the County, for each Residential Drop-Off Site. Drop-Off TDMS Monitor responsibilities shall include, but not be limited to, the following:

- Ensure that only County residents are using the site. If an individual is not a resident, it shall be the TDMS Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the County.
- Record the address of the eligible site users and the type and quantity of debris they brought to the site.
- Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-Off Site.
- Photograph debris, as directed by the County, to verify the source and type of debris.
- Assist with communicating to residents proper handling and disposal practices and with distributing information flyers, at the County's request.

Consultant shall be responsible for the following items at all TDMSs and Drop-Off Sites:

- Verify that all sites have access control and security.
- Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
- Assist with coordinating the logistics of the site to ensure efficient traffic flow.
- Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
- Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
- Report safety or other hazards to the County.

OTHER RELATED SERVICES:

Upon request by the County's Contract Manager, Consultant shall provide aerial photographs of debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. Consultant may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality, as determined by the County's Contract Manager, the County will not be obligated to pay for the flight and photographs. If Consultant and County agree, photos may be retaken at Consultant's expense. Photographs shall be delivered to the County within five (5) business days of order, weather permitting.

Consultant shall provide other related services as requested by the County. Such services may include, but would not be limited to, the following:

- Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- Assist in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- Provide training to County staff as directed by the Contract Manager.
- Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways, where required.

CONSULTANT PERSONNEL

Consultant shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the County or the County's DMC.

Consultant shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.

Consultant and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the County in its disaster response and recovery efforts. Proper documentation by Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency. If necessary, Consultant's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.

At the annual meeting with the County, Consultant shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Consultant shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as, but not limited to, the Project Manager and Field Supervisors, must be approved by the County. The County retains the right to request personnel replacements.

Consultant's staffing plan shall include the positions listed below. Consultant may use other positions as necessary and as approved by the County. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the "Proposal Pricing Form".

- a) Project Manager – Primary point-of-contact to the County and overall responsible for all Consultant services and personnel.
- b) Field Supervisor – Responsible for a crew of Field Monitors.
- c) Field Monitor – Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.
- d) TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC.
- e) Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.
- f) Debris Site Security – Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
- g) GIS Specialist – Responsible for coordinating GIS application with County GIS staff members.
- h) Data Entry – Responsible for tracking, verifying, and entering load tickets into a data-base application, digitizing source documentation.

Consultant's TDMS personnel must wear OSHA-required safety equipment whenever on a TDMS and must adhere to all DMC site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

The Project Manager shall be on call 24 hours per day, seven days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Consultant shall provide its Project Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the County.

Consultant's Project Manager shall coordinate daily with the Contract Manager and DMC, and shall comply with all directions and guidance provided by Federal or State representatives.

Consultant must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.

Proposal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked original and five (5) copies, as well as a pdf copy of your entire submittal on USB drive, CD or by email to purchasing@ircgov.com prior to the deadline for responses. Submittals must include and are requested to be organized as follows:

a. Firm Qualifications

1. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
2. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project.
3. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.
4. Describe the firm's experience in filing and receiving Federal and State reimbursements.
5. List of current and future debris management contractual obligations with their current status and projected termination dates. Explain how you will manage these contracts and still meet the requirements of Indian River County's Contract.
6. Explain history of FEMA reimbursements, including;
 - a. Closed, active, pending FEMA disputes, audits or lawsuits.
 - b. Explanation of unrecovered FEMA reimbursements.
7. Demonstrate that the Proposer has experience performing work as a primary consultant on Disaster Debris Monitoring projects exceeding one million dollars (\$1,000,000) per event.
8. Provide an organizational structure of firm; chain of command, organizational and procedural graphics.
9. Identify subcontractors and subconsultants by company name, address, contact person, telephone number and project function. Describe Proposer's experience working with each proposed firm.
10. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed, and whether it was as prime consultant or as subconsultant. Proposer should note whether it was part of a joint venture and, if so, whether your firm was prime or secondary consultant.
11. Which disaster management services firm(s) have you worked with in the past five (5) years?

12. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.

13. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

14. Identify any issues or concerns of significance that may be appropriate.

15. Provide as a minimum four (4) references for related experience on the enclosed Reference Form. Contact information provided must be accurate and current.

b. Staff Experience

1. Provide education, experience, and applicable professional credentials of project staff. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor's Hurricane Conference training/instructor.

2. Provide resumes (not more than one (1) page each) of the Project Manager and key persons to be assigned to the contract with emphasis on their experience with similar work.

3. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.

4. Detail the ability and experience of the field staff in the performance of said services.

5. Include a project organization chart which clearly delineates communication/reporting relationships among the project staff for Office Staff and On-site Staff.

6. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the County.

7. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

8. Identify location of the office responsible for this project, the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning and administration of the project.

c. Project Approach and Understanding

1. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.

2. Describe the approach to completing the tasks specified in the Scope of Services and clearly describe all aspects of the proposed plan of action for the County.
3. Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.
4. Include a statement indicating ability to begin work with minimum notice. Proposer may also propose procedural or technical enhancements/innovations to the Scope of Services which do not materially deviate from the objectives or required content of the Scope of services.
5. Identify any modifications your firm would require to the enclosed sample agreement prior to execution.

d. Cost Proposal

The Proposer shall complete the enclosed Price Proposal Form. Labor rates are to be quoted on a fully-burdened basis, incorporating direct labor costs, indirect cost, and profit.

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).

- e. Sworn Statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- f. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- g. Certification Regarding Lobbying
- h. Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion

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:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications (Sections A-D)	25
2. Staff and Availability (Section E)	25
3. Project Approach and Understanding (Section F)	25
4. Cost Proposal (Section G)	25
TOTAL	100

General Instructions

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 27th 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, plus one pdf of your full submittal on USB or CD or emailed to purchasing@ircgov.com prior to the due date and time. 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.

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) 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 COUNTY'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 COUNTY 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 Consultant 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 \$300,000
Combined Single Limit \$300,000

Automobile Liability – Combined Single Limit \$300,000

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 aggregate combined single limit

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

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
License #s		Sunbiz Detail by Entity Name	Attached <input type="checkbox"/>
Prior Firm Names		Years in Business	
Contact Name		Phone	
Title		Email	
Address			
List of Owners			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSAL PRICING – RFP 2019060 for FEMA Debris Monitoring

Proposer submits the following prices for the work described in this solicitation. Rates provided include all costs associated with the performance of the work, such as overhead and profits, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and all other materials, items and miscellaneous expenses.

Daily and weekly rates shall be based on 12-hour days, seven days per week.

Position or Equivalent	Hourly Rate	Daily Rates	Weekly Rates
1. Project Manager	\$	\$	\$
2. Operations Manager	\$	\$	\$
3. Environmental Specialist	\$	\$	\$
4. Field Supervisor	\$	\$	\$
5. Field Monitor	\$	\$	\$
6. TDMS and Drop-off Site Monitor	\$	\$	\$
7. Supervising Monitor	\$	\$	\$
8. Data Manager	\$	\$	\$
9. Cost Recovery Specialist	\$	\$	\$
10. GIS Specialist	\$	\$	\$
11. Billing/Invoice Analyst	\$	\$	\$
12. Administrative Support/Data Entry	\$	\$	\$

Identify added value benefits (pro bono) related to debris monitoring that your firm will provide.

Item/Description: _____

Describe processes in place or methods used to ensure hours worked are reasonable and not inflated (attach additional pages, if necessary): _____

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. 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

Reference Form (duplicate, as necessary)

Entity/Client		
Location		Event/year
Client Contact Name		Phone
Email		
Description of Services		

Entity/Client		
Location		Event/year
Client Contact Name		Phone
Email		
Description of Services		

Entity/Client		
Location		Event/year
Client Contact Name		Phone
Email		
Description of Services		

Entity/Client		
Location		Event/year
Client Contact Name		Phone
Email		
Description of Services		

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

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. 2019062
for Disaster Debris Monitoring

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

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 Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant 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

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

(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Sample Agreement

THIS CONTINUING CONTRACT AGREEMENT for FEMA Consulting Services ("Agreement"), RFP 2019062 entered into as of this ___ day of July, 2019 by and between INDIAN RIVER COUNTY, a political Subdivision of the State of Florida, ("COUNTY"), and _____ ("CONSULTANT").

BACKGROUND RECITALS:

Monitor the recovery efforts of the County's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

- A. The CONSULTANT is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and
- B. The COUNTY and the CONSULTANT wish to enter into this Agreement for the CONSULTANT's Services.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GENERAL

1.1 Work specified under this document includes:

Monitoring the recovery efforts of the County's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

Performing the necessary functions for Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures. Firm must have experience and knowledge with state, local and federal environmental regulating and permitting agencies. Firm will be responsible for the project from beginning to end to ensure maximum financial recovery for the County

1.2 A schedule of current hourly billing rates is set forth in Exhibit 1 attached to this Agreement and made a part hereof by this reference. These hourly billing rates will remain effective for the initial three-year term of this Agreement.

1.3 No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONSULTANT will receive during the term of this Agreement.

1.4 The Background Recitals are true and correct and form a material part of this Agreement.

2. COUNTY OBLIGATIONS

2.1 The COUNTY shall provide all requested information requested by CONSULTANT in a reasonable amount of time.

2.2 The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this Agreement.

3. RESPONSIBILITIES OF THE CONSULTANT

3.1 The CONSULTANT agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Work Orders and in this Agreement.

3.2 The CONSULTANT will endeavor not to duplicate any previous work done on any Project. Before execution of a Work Order, the CONSULTANT shall consult with the COUNTY to clarify and define the COUNTY's requirements for the Project.

3.3 The CONSULTANT agrees to complete the Project within the time frame specified in the Work Order.

3.4 The CONSULTANT will maintain an adequate staff of qualified personnel.

3.5 The CONSULTANT will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.6 The CONSULTANT, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONSULTANT under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.7 The CONSULTANT shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described in this Agreement. The CONSULTANT shall also require all sub-consultants to comply by contract with the provisions of this section.

3.8 The CONSULTANT will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.9 The CONSULTANT will cooperate and coordinate with other COUNTY CONSULTANTS, as directed by the COUNTY.

3.10 The CONSULTANT shall report the status of the Services under this Agreement to the County Project Manager upon request and hold all drawings, calculations and related work open to the inspection of the County Project Manager or his authorized agent at any time, upon reasonable request.

3.11 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONSULTANT for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the County Project Manager.

3.12 The CONSULTANT agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

3.14 The CONSULTANT shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY.

4. TERM; DURATION OF AGREEMENT

4.1 This Agreement shall remain in full force and effect for an initial term of one year, with two additional one-year renewals available, subject to mutual agreement, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination".

5. COMPENSATION

5.1 The COUNTY shall pay to the CONSULTANT based on actual hours worked at the rates provided in Exhibit 1 and submitted by monthly invoice. All payments for services shall be made to the CONSULTANT by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). Payment for Purchase Orders will be included in the proposal for Purchase Order.

5.1.1 The CONSULTANT shall include on the invoices any identifiable per diem, meals and lodgings, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of F. S. section 112.061, as may be amended from time to time. Travel expenses, if any, shall not be on a direct pay basis by the COUNTY. Notwithstanding the foregoing, the CONSULTANT acknowledges and agrees that it will not be reimbursed for any travel within Indian River County, both after a CONSULTANT arrives from outside of Indian River County, and where a CONSULTANT maintains an office in Indian River County.

5.2 The COUNTY may at any time notify the CONSULTANT of requested changes to the Services under an existing Work Order, and thereupon the COUNTY and the CONSULTANT shall execute a mutually agreeable amended Work Order or a new Work Order.

5.3 The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, any portion of the Services under any Work Order at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction. In such event, the CONSULTANT shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

5.4 The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the Services under this Agreement for a period in excess of six (6) months, the compensation of CONSULTANT for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

6. ADDITIONAL WORK

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONSULTANT to provide, either directly by the CONSULTANT or by a sub consultant, such additional services by a new Work Order or by a written amendment to a specific Work Order.

7. INSURANCE AND INDEMNIFICATION

7.1 The CONSULTANT shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the County's Risk Manager.

7.2 CONSULTANT shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage as set forth herein. The cost of such insurance shall be included in the CONSULTANT's fee:

7.2.1 Workers' Compensation: Workers' Compensation as required by the State of Florida Employers' Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

7.2.2 General Liability: commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$300,000 per occurrence.

7.2.3 Business Automobile Liability: owned, hired, and non-owned vehicles at a minimum combined single limit of \$300,000 per occurrence.

7.2.4 Professional Liability Insurance: providing coverage for negligent acts, errors, or omissions committed by CONSULTANT with a limit of \$1,000,000 per claim/annual aggregate. This insurance shall extend coverage to loss of interest, earning, profit, use, and business interruption, cost of replacement power, and other special, indirect, and consequential damages.

7.3 CONSULTANT's insurance coverage shall be primary.

7.4 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A-VII or better.

7.5 The insurance policies procured shall be occurrence forms, not claims made policies with the exception of professional liability.

7.6 A certificate of insurance shall be provided to the County's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

7.7 The insurance companies selected shall send written verification to the County Risk Manager that they will provide 30 days prior written notice to the County Risk Manager of its intent to cancel or modify any required policies of insurance.

7.8 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall also be subject to all of the requirements stated herein.

7.9 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and reasonably to adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONSULTANT with separate written notice of such adjusted limits and CONSULTANT shall comply within thirty (30) days of receipt thereof. The failure by CONSULTANT to provide such additional coverage shall constitute a default by CONSULTANT and shall be grounds for termination of this Agreement by the COUNTY.

7.10 The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

8. TERMINATION

8.1 The occurrence of any of the following shall constitute a default by CONSULTANT 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:

(A) if in the COUNTY's opinion CONSULTANT is improperly performing work or violating any provision(s) of the Contract Documents;

(B) if CONSULTANT neglects or refuses to correct defective work;

(C) if in the COUNTY's opinion CONSULTANT's work is being unnecessarily delayed and will not be finished within the prescribed time;

(D) if CONSULTANT assigns this Contract or any money accruing thereon or approved thereon; or

(E) if CONSULTANT 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 CONSULTANT or for any of his property.

8.2. COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify CONSULTANT in writing of the grounds for termination and provide CONSULTANT with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY.

8.3 The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

8.4 COUNTY may at any time and for any reason terminate CONSULTANT's services and work for COUNTY's convenience. Upon receipt of notice of such termination CONSULTANT 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 Consultant shall be entitled to payment only as follows:

(A) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(B) such other costs actually incurred by CONSULTANT as are permitted by the prime contract and approved by the COUNTY.

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

8.5 In the event that the CONSULTANT merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement in accordance with its terms.

8.6 In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the COUNTY in connection with this Agreement.

8.7 The COUNTY may terminate this Agreement for refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the CONSULTANT in conjunction with this Agreement.

8.8 The COUNTY may terminate this Agreement in whole or in part if the CONSULTANT submits a false invoice to the COUNTY.

8.9 TERMINATION IN REGARDS TO F.S. 287.135: CONSULTANT certifies that it and those related entities of consultant 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, CONSULTANT certifies that it and those related entities of CONSULTANT 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.

8.10 COUNTY may terminate this Contract if CONSULTANT 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.

8.11 COUNTY may terminate this Contract if CONSULTANT, 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.

9. TRUTH-IN-NEGOTIATION CERTIFICATE: CONTINGENCY FEES

9.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth- in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service. The wage rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision. The COUNTY does not hereby waive any other right it may have pursuant to Section 287.055, Florida Statutes, as it may be from time-to-time amended.

10. MISCELLANEOUS PROVISIONS

10.1 Independent Consultant. It is specifically understood and acknowledged by the parties hereto that the CONSULTANT or employees or sub-consultants of the CONSULTANT are in no way to be considered employees of the COUNTY, but are independent consultants performing solely under the terms of the Agreement and not otherwise.

10.2 Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONSULTANT and the COUNTY.

10.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to 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 federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held

invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

10.7 No Pledge of Credit. The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.8 Survival. Except as otherwise expressly provided herein, each obligation In this Agreement to be performed by CONSULTANT shall survive the termination or expiration of this Agreement.

10.9 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.11 Public Records Compliance

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**(772) 226-1424
publicrecords@ircgov.com
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960**

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

11. FEDERAL CLAUSES

11.1 During the performance of this contract, the CONSULTANT agrees to ensure equal employment opportunity as follows:

(A) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT 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 CONSULTANT 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.

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

(C) The CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The CONSULTANT 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.

(E) The CONSULTANT 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.

(F) In the event of the CONSULTANT'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 CONSULTANT 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.

(G) The CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

11.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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

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

(C) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 CONSULTANT or subcontractor or vendor under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor or vendor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

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

11.3 The CONSULTANT 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. The CONSULTANT agrees to report each violation to 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. The CONSULTANT agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

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

11.5 The CONSULTANT 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, where applicable.

11.6 A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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 CONSULTANT is required to verify that none of the CONSULTANT, 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). The CONSULTANT 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. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 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.

11.7 CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). 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.

11.8 In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

11.10 The following access to records requirements apply to this contract:

(A) The CONSULTANT agrees to provide 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 CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(B) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) The CONSULTANT 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.

11.11 The CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

11.12. This is an acknowledgement that FEMA financial assistance may be used to fund the contract. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11.13 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

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

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

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

(B) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(E) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

Consultant:

INDIAN RIVER COUNTY
By its Board of County Commissioners

By _____

Printed Name and Title

By _____
TBD, Chairman

Date _____

Date Approved by BCC: _____

Witness:

Attest: Jeffrey R. Smith, Clerk of Court
And Comptroller

By _____
Printed Name _____

By _____
Deputy Clerk

Approved:

Jason E. Brown
County Administrator

Approved as to form and legal
sufficiency:

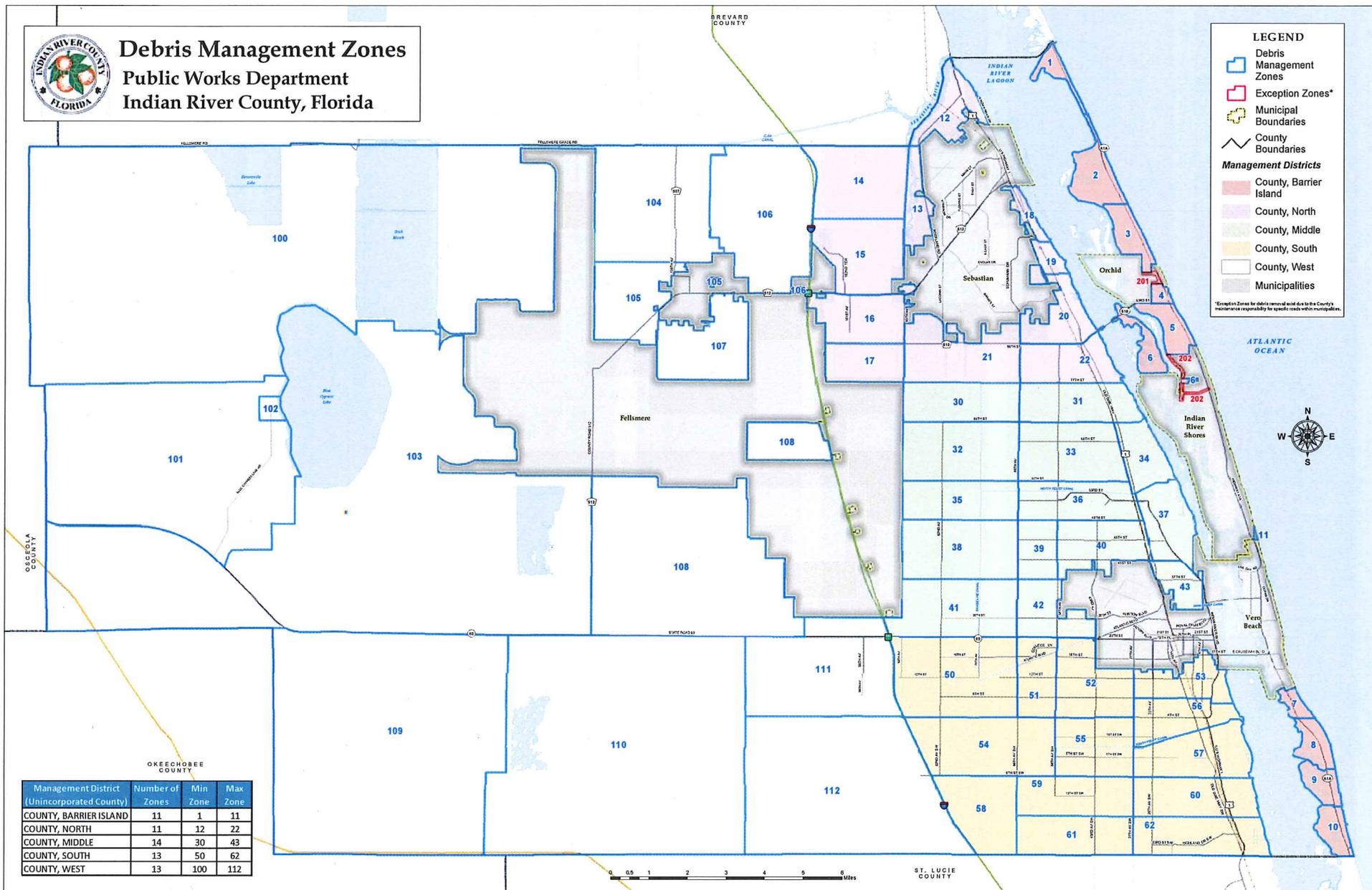
Dylan Reingold
County Attorney

Attachment A - Established Debris Cleanup Zones

Attachment A



Debris Management Zones Public Works Department Indian River County, Florida



LEGEND

- Debris Management Zones
- Exception Zones*
- Municipal Boundaries
- County Boundaries

Management Districts

- County, Barrier Island
- County, North
- County, Middle
- County, South
- County, West
- Municipalities

*Exception Zones for debris removal exist due to the County's maintenance responsibility for specific roads within municipalities.



Management District (Unincorporated County)	Number of Zones	Min Zone	Max Zone
COUNTY, BARRIER ISLAND	11	1	11
COUNTY, NORTH	11	12	22
COUNTY, MIDDLE	14	30	43
COUNTY, SOUTH	13	50	62
COUNTY, WEST	13	100	112