

## AGREEMENT

25-0644-RFP

Disaster Debris Collection and Removal 2025-2030

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and DRC Emergency Services, LLC. whose primary address is 6702 Broadway Street, Galveston, TX 77554 (hereinafter "CONTRACTOR") (jointly, the "Parties").

***NOW THEREFORE, the Parties agree as follows:***

### A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
  - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
  - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
  - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
  - g. Contract Provisions for Contracts Under Federal Awards attached as Exhibit G
  - h. Disclosure Of Lobbying Activities attached as Exhibit H
  - i. FEMA Grant Funding Conditions attached as Exhibit I
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

**B. Term**

1. The initial term of this Agreement is for sixty (60) months from the Effective Date ("Contract Term").

**C. Expenditures Cap**

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$117,041,051.00 for the Contract Term without a written amendment to this Agreement.

**D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature: 

Print Name and Title: Kristy Fuentes - Vice President, Treasurer, Secretary

Date: 12/1/25

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM  
By: *Keiah Townsend*  
Office of the County Attorney

## Exhibit C - Special Terms & Conditions

### 4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Disaster Debris Collection and Removal 2025-2030 to be ordered, as and when required.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

### 4.3. PRICING/PERIOD OF CONTRACT

Duration of the Agreement will be for a period of sixty (60) months with unit prices adjustable UNDER BLUE SKY CONDITIONS at twelve (12) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

Recognizing that natural disasters vary in size, scale, and impact, and that the occurrence of successive or multiple natural disasters result in a reduction in available equipment and manpower, the County will consider a temporary Market Rate Adjustment requested under grey sky condition for any specific emergency activation (storm/event). This is temporary in nature and will return to the pre market rate

request at the conclusion of the task order and/or disaster event. This is due to the fact that annual rate adjustments are allowed under blue sky conditions already. Upon the issuance of a Notice to Proceed (NTP) the vendor will be eligible to request a temporary Market Rate Adjustment for the subject activation. The requested rate adjustment must be supported by documentation showing relevant/current/active market rates within the region that directly impact the ability of the contractor to perform emergency work. If approved, the adjustment will apply to specific pay items only. A Market Rate Adjustment is only applicable after written approval by the County and only for work performed under the NTP for the specific storm/event for which the NTP was issued. Any subsequently issued NTP will be at the regular contract rate unless a Market Rate Adjustment is requested and approved, specific to any subsequently issued NTP. Due to extenuating circumstances, Market Rate Adjustments may be issued during an event to ensure debris collection continues in a timely manner. The County has the discretion to approve or deny the requested rate adjustment. Market Rate Adjustments will not exceed the then current market rates but may match those contracted rates that influence the market rates. It is the vendor's responsibility to request any rate changes and to provide supporting documents and other justification demonstrating market rates and supporting rate increases. Any approved market rate adjustments will be applied to all active Contractors performing work for the County or Municipalities.

#### **4.4. TERM EXTENSION(S) OF CONTRACT**

Not Applicable

#### **4.5. PRE-COMMENCEMENT MEETING**

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

#### **4.6. ORDERS**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### **4.7. ASBESTOS MATERIALS**

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

#### **4.8. SERVICES**

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

A. **ADD/DELETE LOCATIONS/SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### **4.9. GOODS & PRODUCTS**

***The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:***

A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### **4.10. QUANTITIES**

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

#### **4.11. PERFORMANCE SECURITY**

A. **PERFORMANCE SECURITY**

1. The successful proposer must supply Performance Security in the amount of 100% prior to execution of the contract or issuance of a Purchase Order. When a performance security is submitted in the form of a bond, all bonds must be signed by an insurance agent who is licensed to do business in the State of Florida. The license may be held by a resident agent or a non-resident agent.
2. The performance guarantee must be in the form of:
  - a. A performance bond; or
  - b. An irrevocable letter of credit.

## Exhibit D: Insurance Requirements

### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

### 5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.,
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
  1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;
    - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
    - f. Assign all warranties directly to the County; and
    - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
  1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

### **5.3. WORKERS' COMPENSATION INSURANCE**

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### A. Limits

1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease \$ 500,000
  - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### **5.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

#### A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000

4. General Aggregate \$ 2,000,000

#### **5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE**

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

1. Combined Single Limit Per Accident \$1,000,000

#### **5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE**

Excess of the primary coverage required, in paragraphs above.

A. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

#### **5.7. PROPERTY INSURANCE**

Vendor will be responsible for all damage to its own property, equipment and/or materials.

## Exhibit E: Scope of Work / Specifications

### 6.1. OBJECTIVE/JUSTIFICATION

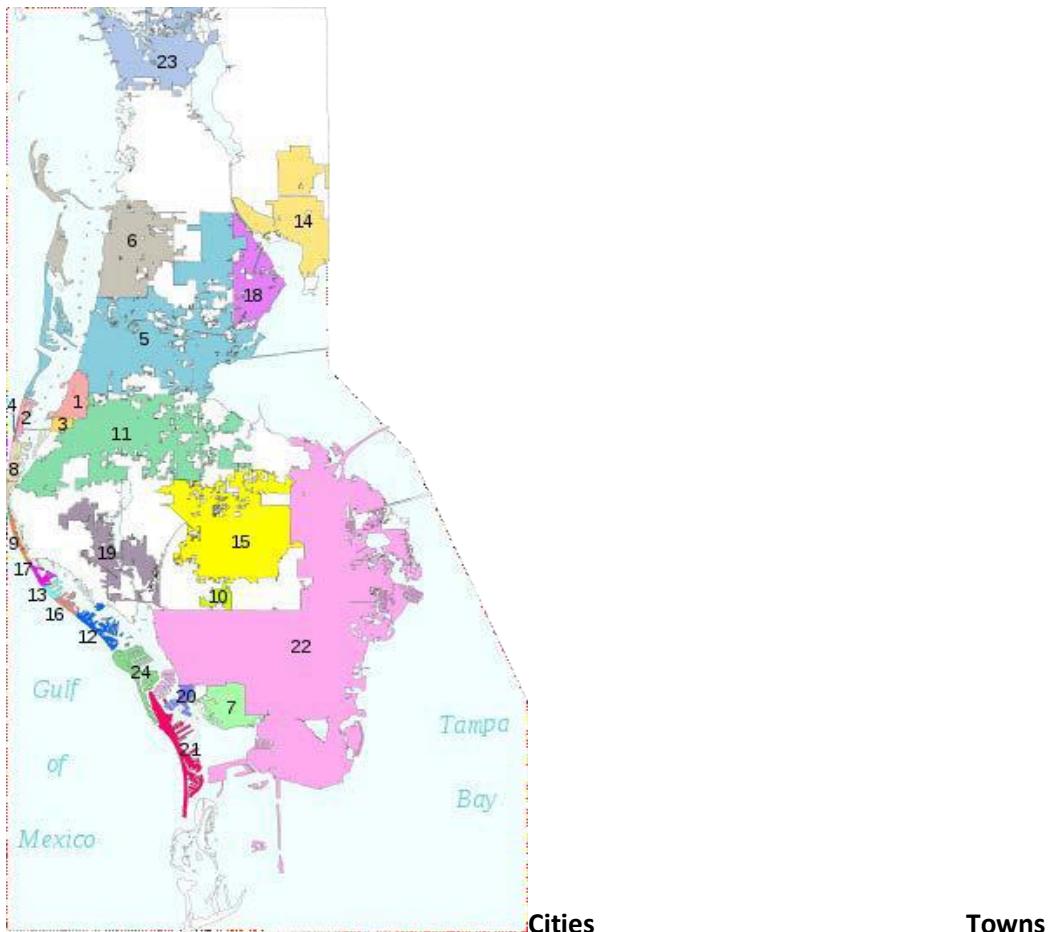
Establish a contract with qualified contractors for collection, storage, processing, site management, disposal, and recycling of debris generated by a disaster such as a hurricane. This contract is being written inclusive of all municipalities and unincorporated Pinellas County lands. Municipalities are co-operative members of the awarded contracts if they have entered into an interlocal agreement with the County, entered into a Participation Agreement with the contractor(s) awarded the debris removal contract(s) and issue a NTP under the contract in anticipation of, during, or following a disaster event.

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, Exhibit B shall be executed and returned with all submittals. Bidders may be deemed non-responsive for non-compliance and failure to submit Exhibit B.

### 6.2. BACKGROUND

The Pinellas County Debris Management Plan includes considerations for removing, processing, site management and disposing of the volumes and types of debris expected to be generated by a major disaster event, up to and including, a Category 5 “wet” hurricane. The plan was developed to provide timely and coordinated recovery operations using a combination of County and Contractor resources.

The primary collection of disaster-generated debris will be from public property, public roadways, and public rights-of-way (ROW) within the total geographic boundary of Pinellas County, including all municipalities. The County has 274 square miles (710 km<sup>2</sup>) of land; 38 miles (61 km) long and 15 miles (24 km) wide at its broadest point, with a population of approximately 950,000. The County has a total of 3,434 centerline miles of public road.



White colored areas =  
unincorporated Pinellas  
County

- St. Petersburg (22)
- Tarpon Springs (23)
- Treasure Island (24)

**PLEASE NOTE:** The County maintains a separate independent contract for Debris Management Site and Monitoring Services. **PROPOSERS CANNOT PARTICIPATE IN BOTH CONTRACTS.**

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### **6.3. SPECIAL REQUIREMENTS**

- A. Contractor must have experience in the Federal Emergency Management Agency (FEMA) Public Assistance Program. Proper documentation by the Contractor, as required by FEMA, is required for all debris removal operations to ensure reimbursement to the County and participating municipalities.
- B. Contractor must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work. Contractor must obtain all permits necessary to complete the work. Contractor will be responsible for determining what permits are necessary to perform under the contract and submit all permits to the Debris Management Center before commencing work.

### **6.4. SERVICES TO BE FURNISHED BY THE COUNTY**

#### 1. INTENT

In accordance with attached specifications, it is the intent of Pinellas County to establish contracts to provide comprehensive **Disaster Debris Collection & Removal Services 2025-2030**, to be utilized by Pinellas County and participating municipalities therein as and when required. This contract is being procured pre-event and will generate no immediate cost to the County. It is anticipated that multiple contracts will be awarded pursuant hereto.

#### 2. PROPOSAL REQUIREMENTS

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section 6 Scope of Work:

1. A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any

subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section 6.

2. A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section 6.
3. A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.
4. The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above per the Fee Schedule included in Section F. Proposer must complete **SECTION 9 – Pricing Proposal**.
5. Any exceptions to any section of this RFP. **Exceptions must be submitted on a separate sheet titled "Exceptions".**

### 3. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

#### A. FEES AND EXPENSES

The agreed to compensation will include all standard day-to-day administrative, overhead, and internal expenses; including, but not limited to:

Costs of bonds and insurance premiums as required by this RFP	Computer/software
Support	Equipment and usage
Office supplies	Telephone charges
Safety equipment	Emails
Consumables	Electronic data transmission fees
Other consulting services	Standard copier usage
Special presentations	Fax charges

Regular and certified postage	Travel, per diem and lodging charges, unless otherwise agreed to by the County in the services agreement
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Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061, and/or County Travel Policy, as approved by the County.

## **DEFINITIONS, ACRONYMS AND ABBREVIATIONS**

**All reference to “days” within this document shall be defined as meaning calendar days.**

**ASH:** Residue produced by incineration of burnable Eligible Vegetative Debris.

**BLUE SKY:** Fair weather, no events/ disasters occurring.

**BULKY HOUSEHOLD WASTE/GARBAGE:** Includes but is not limited to damaged furniture, mattresses, clothing, carpeting and household linens, or any other disaster-generated debris that FEMA deems eligible in the interests of safety, health and/or welfare.

**CONSTRUCTION AND DEMOLITION DEBRIS (C&D):** Includes but is not limited to non-hazardous debris resulting from the destruction of a structure such as window glass, brick, concrete, roofing material, pipe, gypsum wallboard and lumber.

**DEBRIS MANAGEMENT CENTER (DMC):** The location that coordinates all debris operations.

**DEBRIS MANAGEMENT SITE (DMS):** Predetermined location/area where eligible debris is deposited for later reduction and removal.

**DEBRIS MANAGER (DM):** The County or Municipal designee responsible for debris operations and implementation of this contract. The Debris Manager may appoint a representative, or designee, to coordinate all phases of debris operations and contract compliance.

**DEBRIS MONITOR:** The contractor's designee who observes and documents that the Disaster Debris Collection and Removal contractor workers are performing eligible work in accordance with FEMA Public Assistance (PA) guidelines and all applicable federal, State, and local regulations.

**DEBRIS REMOVAL CONTRACTOR:** Vendor selected to collect eligible disaster debris from the right of way.

**DISASTER GENERATED DEBRIS:** Eligible debris resulting from an event or disaster.

**ELIGIBLE DEBRIS:** Debris which is eligible for FEMA reimbursement based upon then current applicable FEMA regulations, guides and fact sheets, which is generated by declared, natural or man-made disaster, and placed on rights- of-way by residents and/or commercial establishments, as directed by the County or Responsible Municipality, as well as cleared from public rights-of-way located within Pinellas County, Florida and may also include disaster generated debris on private roads as expressly authorized by the County or Responsible Municipality under six (6) possible classifications:

- Woody vegetative and yard debris
- Construction and Demolition

- White goods
- Recyclables
- Hazardous, biohazard, and/or toxic waste
- Any other disaster-generated debris such as Bulky Household Waste/Garbage

These debris classifications are not mutually exclusive in that some debris classifications, for example, woody vegetative and yard debris may be recyclable also.

**FINAL DISPOSAL SITES:** A County-approved landfill lawfully permitted to accept all non-recyclable Eligible Debris, or a County-approved recycling facility, broker or end-user permitted to accept recyclable Eligible Debris.

**GRAY SKY:** Poor, detreating weather, potential events/ disasters occurring.

**HAND LOADING:** Debris physically loaded into a collection vehicle by hand with no mechanical means of compacting the load contained within the collection vehicle. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load as determined by the current FEMA guidelines.

**HAZARDOUS TREE OR STUMP:** When a disaster event uproots a tree or stump on a public right-of-way, or improved public property owned by certain private non-profit organizations, and the exposed root ball poses an immediate threat to life, public health and safety per current FEMA regulations, policies, and guidance.

**HAZARDOUS AND/OR TOXIC WASTE:** Regulated wastes not included in Household Hazardous Waste.

**HOUSEHOLD HAZARDOUS WASTE:** Household hazardous wastes are materials commonly found in households that are potentially harmful to health and the environment. Examples of these materials include paint, pesticides, motor oil, lubricants, cleaners, solvents, and other materials. These materials are typically not stored in sufficient quantity to require state or federal regulation.

**HOT SPOTS:** Areas where residents are in immediate need of debris removal assistance or illegal dumpsites that may pose health and safety threats.

**INELIGIBLE DEBRIS:** Debris, which is ineligible for FEMA reimbursement based upon then applicable FEMA regulations, guides, and fact sheets, including debris that was not generated by the declared, natural, or manmade disaster and thus, outside the scope of this contract. Also includes disaster generated debris that is not the responsibility of the County or Responsible Municipality to collect and dispose.

**INSPECTION TOWER:** This tower is a structure placed in the vicinity of the entrance to the DMS for all incoming delivery loads and outgoing disposal loads to be inspected and documented. The load tower should be sized sufficiently high to enable inspection into the top of an eighteen-wheel transfer trailer and large enough for at least four (4) people.

**JOINT/ COOPERATIVE PROCUREMENT:** This is a joint procurement for County-wide disaster debris monitoring, management, collection, and removal. Proposers may be awarded differing scopes, including but not limited to, solely County debris, solely municipal debris, or a combination thereof.

**LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT AND NONPROCUREMENT PROGRAMS:**

FEMA list identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

**LOAD SITE:** The location where Eligible Debris is collected. The load site may include the debris hauling vehicles, labor, and loading equipment.

**LOAD SITE MONITOR:** Person who issues debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County as designated by the DMC in coordination with the Debris Removal Contractor.

**LOAD TICKET:** A serialized, five-part form used to record and document volumes of Eligible Debris collected by the Contractor.

**MIXED WASTE:** The combination of two (2) or more categories of debris is considered mixed waste. This category of waste may require sorting before processing and disposal.

**NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS):** Is a system that improves response operations using the Incident Command Systems (ICS) and other standard procedures and preparedness measures.

**NATIONAL RESPONSE CENTER:** The sole national point of contact for reporting oil, chemical, radiological, and biological discharges.

**NOTICE TO PROCEED (NTP):** Written approval issued to the Contractor by the DM, or designee, to begin mobilization for disaster recovery work. The DM (or other designee(s) identified by the County Administrator in written form prior to activation) will be the only person able to issue a notice to proceed on behalf of Pinellas County or a Responsible Municipality unless modified by a written list of persons authorized by the Responsible Public Works Director to issue such notice.

**PARTICIPANT:** The County and Municipalities participating in the cooperative procurement through Interlocal Agreement.

**PASSES:** The number of times the Contractor passes through the assigned Work Zone to collect all Eligible Debris.

**PROJECT MANAGER:** A person designated by the Contractor that will be responsible for the implementation of this Scope of Services and will direct all Contractor activities and communications to Pinellas County and Responsible municipalities.

**RECYCLABLES:** Includes, but is not limited to, materials or products that can be recovered from the Eligible Debris to be used for raw material in producing a new product, such as paper, plastics, glass, aluminum, ferrous metals, wood, uncontaminated soil, and tires.

**RECYCLING FACILITY:** A facility that recycles or reuses Eligible Debris.

**RESPONSIBLE:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.

**RESPONSIBLE ENTITY:** Used to modify terms to reflect the entity that is paying the Contractor for work performed at the entity's request. For example, the Responsible Public Works Director would be the Pinellas County Public Works Director only for work requested by and to be paid by Pinellas County.

**RESPONSIBLE MUNICIPALITY:** A municipality within Pinellas County, Florida, participating in the cooperative procurement through Interlocal Agreement, who enters into a Participation Agreement with the Contractor and is responsible for payment to the Contractor for work performed at the municipality's request. May be used in plural form, however, each Responsible Municipality retains its independence and singular responsibility.

**RIGHT(S) OF WAY (ROW):** Has the meaning of right-of-way and road as defined by Florida Statutes, Section 334.03 (2021).

**STATEMENT OF WORK:** Enumerates and defines the work/services that Contractor will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task and/or deliverable, if applicable.

**TASK ORDER:** Written authorization issued to the Contractor by Pinellas County or the Responsible Municipality responsible for payment to define a specific scope of work or area of work and the time period authorized for the completion of stated services (see Attachment D – Sample Task Order).

**TEMPORARY DEBRIS STORAGE AND REDUCTION SITE(S):** A County-approved location where Eligible Debris is temporarily stored until it is reduced in volume and/or taken to a Final Disposition Site.

**TEMPORARY DEBRIS STORAGE AND REDUCTION SITE TOWER INSPECTOR:** The County's authorized representative designated to inspect and verify each load of Eligible Debris that is delivered to the Temporary Debris Storage and Reduction Site(s).

**TEMPORARY DEBRIS STORAGE AND REDUCTION SITE SUPERVISOR:** The County's and/or Responsible Municipality's authorized representative designated to monitor the Temporary Debris Storage and Reduction Site operations performed by the Contractor.

**TIPPING FEE:** A fee, based on weight or volume of debris dumped, which is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

**TOWER MONITOR:** Validates the load ticket from the Load Site Monitor and estimate the percentage of full capacity ensuring that they are not artificially loaded and accurately completes their portion of the load ticket.

**WHITE GOODS:** Includes but is not limited to household appliances, such as ranges, washers, water heaters, refrigerators and other domestic or commercial-sized appliances.

**WOODY VEGETATIVE AND YARD DEBRIS:** Includes but is not limited to damaged and fallen trees, partially broken and severed tree limbs, hazardous tree stumps, palm fronds, bushes, and shrubs.

**WORK CREW:** Describes personnel or equipment used in clearing or collections operation mobilized by the Contractor. Each work crew shall be self-sufficient with clearing or loading equipment or vehicles, hauling vehicles, staff, and tools or other materials to perform the clearing or loading operation.

**WORK ZONE:** The designated area within that the County Administrator for the County and Responsible Municipalities, or authorized representative, has assigned to the Contractor to perform Eligible Debris removal and hauling services.

#### **ACRONYMS AND ABBREVIATIONS**

<b>BCC</b>	Board of County Commissioners, Pinellas County
<b>C&amp;D</b>	Construction and Demolition
<b>CY</b>	Cubic Yard
<b>DM</b>	Debris Manager
<b>DMC</b>	Debris Management Center
<b>DMS</b>	Debris Management Site
<b>EA</b>	Each
<b>FDEP</b>	Florida Department of Environmental Protection
<b>FEMA</b>	Federal Emergency Management Agency
<b>FHWA</b>	Federal Highway Administration
<b>HHW</b>	Household Hazardous Waste
<b>LF</b>	Linear Feet
<b>LSM</b>	Load Site Monitor
<b>NTP</b>	Notice to Proceed
<b>PAPPG</b>	Public Assistance Program and Policy Guide
<b>PM</b>	Project Manager
<b>ROW</b>	Right(s) of Way
<b>TDSRS</b>	Temporary Debris Storage and Reduction Site(s)

#### **6.5. SCOPE OF WORK**

##### **Overview**

- A. Many areas of Pinellas County are low lying and may be flooded for several days following a disaster event. Contractor must become familiar with the geography of Pinellas County in order to effectively stage personnel and equipment.

- B. There is no guarantee of minimum or maximum amounts per contract item.
- C. No adjustments to contract prices will be considered due to the increases or decreases in estimated quantities.
- D. No adjustments to contract prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.). This does not include the allowed rate adjustments to CPI or the temporary Market Rate Adjustments.
- E. The Contractor is required to perform at least thirty (30%) percent of the work with its own forces.
- F. Depending upon the nature of the disaster, the Contractor may be required to perform work for the County, the County and all participating municipalities, or as few as a single municipality.

Pinellas County will assign a Debris Manager (DM) or designee, who will establish and staff a Debris Management Center (DMC) which will provide overall coordination between the Contractor, Pinellas County, the County's contracted debris monitoring firm and municipalities.

The Contractor should expect the following categories of debris to be generated from a disaster event, such as a hurricane:

- Vegetative debris (tree limbs, stumps, brush, leaves, etc.)
- Construction and Demolition (C&D) debris i.e., wood, glass, metal, wallboard, roofing, and flooring
- White Goods (refrigerators, stoves, water heaters, washers, dryers)
- Household furniture, mattresses, carpet, etc.
- Household Hazardous Wastes and other hazardous wastes or materials
- Vehicles and vessels
- Animal carcasses
- Sand, mud, or soil

The amount of the debris to be removed under this contract will be dependent upon the size and severity of the emergency.

The following table outlines the forecasted quantities of debris that could be generated in the event of the five (5) hurricane categories as this is the most likely scenario to occur.

Pinellas County Government		
Category	Quantity (yd <sup>3</sup> )	+/- 30%
1	516,557	154,967

2	2,066,227	619,868
3	6,715,239	2,014,572
4	12,913,921	3,874,174
5	20,622,273	6,198,682

#### **D. PREPARATION AND MOBILIZATION**

The Contractor must communicate with the DM annually to discuss any special considerations required by the Participant for the respective planning year. Pinellas County will provide the Contractor a copy of the County's current Debris Management Plan and the Contractor may be requested to review the Debris Management Plan and provide input or comments. Contractor may be requested to provide technical guidance and consultation prior to, during and after the disaster event.

When a major disaster occurs or is imminent:

- a. Pinellas County and/or Responsible Municipalities will issue a Notice to Proceed (NTP) to the Contractor (The Notice to Proceed establishes the lines of communication between the Contractor's representatives and the Responsible entity and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours, as specified in the NTP, to begin planning and mobilization).
- b. If the Contractor believes a Market Rate Adjustment is justified for the particular event for which a NTP has been issued, the Contractor may submit a request and supporting documentation to the County for approval within 96 hours of the NTP. Any Market Rate Adjustment will only apply to work performed after written approval is issued by the County.
- c. Pinellas County will review any Market Rate Adjustment Request and will then issue the first Task Order (see Attachment D – Sample Task Order) and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work.
- d. The Task Order directs the Contractor to execute the required Performance and Payment Bonds. The Contractor should anticipate receiving the Task Order from Pinellas County and/or Responsible Municipalities within the first 24 hours following landfall of an eligible hurricane or occurrence of other disaster.
- e. The DM will direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- f. Location of DMS sites will be identified and supplied to Contractor by Pinellas County and/or Responsible Municipalities. The Contractor may recommend potential DMS locations. Specific DMS may be required for different types of debris (ATTACHMENT C provides a map of the location of potential DMS locations).
- g. The DM may also establish designated homeowner drop-off sites from which Contractor will be required to remove the debris collected.

- h. Contractor is responsible for the preparation and management of the DMS. This includes all activities to properly utilize the DMS which may include prepping site, mowing, fencing (chain link, silt fence, etc.), lighting, and all other activities required to properly operate the DMS.
- i. Contractor is responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites or temporary debris storage and reduction (DMS) sites. Disposal, recycling or reuse of debris and related by-products inside the County's jurisdictional boundaries requires written approval of the DM and is to be appropriately permitted. Final disposal location to be approved by the County.
- j. Pinellas County may require removal of debris from publicly maintained drainage areas. The DM will identify these areas and provide the appropriate authorization as described in this Scope of Services to conduct this work.
- k. The Contractor shall not mix Eligible Debris hauled for Pinellas County under this contract with any in-eligible debris or debris hauled for other counties or out-of-County municipalities under separate contracts. Contractor will not remove debris from private property without the express written authorization from DM.

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## **E. CONTRACTOR' S RESPONSIBILITIES**

### **a. General Operations**

- (1) Contractor must provide disaster debris recovery services in a good, workmanlike manner in accordance with accepted debris management industry practices.
- (2) Contractor must comply with all federal, state, and local safety and health requirements.
- (3) Contractor must guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the Federal List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- (4) Contractor must conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, county and incorporated governments or agencies, or public utilities.
- (5) Contractor must conduct operations in such a manner as to minimize property damage and/or personal injury to existing public and private property during the course of performance under this contract. Should damage occur, Contractor will report the location and extent of the damage (including pictures) to the DM. Contractor must make best efforts to contact the property owner and notify them of the damage and provide the DM with contact information.
- (6) Contractor must supervise and direct work, using skilled labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of the Contractor and Contractor must provide a safe working environment.
- (7) Contractor is to pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

(8) Copies of all permits shall be submitted to the DM or designee throughout the contract period.

(9) Contractor is responsible for taking corrective action in response to any notices of violations issued as a result of Contractor's or any sub-contractors' actions or operations during the performance of this contract. Correction for any such violations will be at no additional cost to Pinellas County or the Responsible Municipality.

(10) The subcontracting structure shall not exceed 3 tiers ((i) sub (ii) sub, sub (iii) sub, sub, sub) unless authorized by the DM.

**b. Safety Plan and Safety Measures**

Contractor is to prepare an Operations and Safety Plan for approval by Pinellas County upon execution of this contract. The Operations and Safety plan should include, but not be limited to, the following:

1. Method of subcontracting collection crews including determination of the number of crews.
2. Communications with Pinellas County shall be detailed in the plan.
3. Reporting data and information (logs, load tickets, etc.).
4. QA/QC and controls.
5. Field supervision and controls.
6. Documentation of response to, and corrective measures for, property damage resulting from collection activities.
7. Fuel supply.
8. Temporary Traffic Control.
9. Equipment and operations safety procedures.
10. Secondary hurricane emergency procedures.
11. Protocol for debris removal around potential energized power lines.
12. Sub-Contractor training for compliance with FEMA requirements.
13. Invoicing procedures
  - Contractor is to be familiar with the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.
  - Contractor will immediately remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids. The Contractor is responsible for removal and containment of all leaked fluids from the effected soil and pavement.

- Contractor will ensure all personnel have and utilize personal protective safety gear (PPE) in accordance with OSHA requirements and company safety policies. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
- The Contractor is to notify the DM of any situation which poses a health or safety risk to workers and/or the public and/or that may impede the work.

#### Traffic Control

1. Contractor is responsible for control of pedestrian and vehicular traffic during operations performed by the Contractor's personnel and/or sub-contractors.
2. Traffic control shall be in conformance with the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
3. Contractor is to provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

#### Hazardous Waste Issues

1. All materials classified as hazardous waste are to be immediately reported to the DM.
2. Contractor will segregate hazardous debris from the other debris using a method that will allow the remaining non-hazardous waste debris to be processed.
3. All hazardous debris at a DMS will be placed in the designated containment area or taken directly to an approved final disposal location.

#### Hazardous Waste Spills

1. Contractor is responsible for reporting to the DM, and cleaning up, all hazardous materials or waste spills caused by the Contractor's operations, at no additional cost to the County.
2. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
3. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) and/or the State Watch Office in accordance with Florida law and the DM immediately following discovery. A written follow-up report shall be submitted to the DM no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum, must include the following:

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

### **c. Conduct of Operations**

Contractor is to provide:

#### **1. Personnel**

- Contractor will provide administrative support for contracted operations, on-site management staff to work with the County, and field supervisors, operators, drivers, laborers, and other required staff.
- Contractor must ensure that all personnel engaged in performing the services be fully qualified, and if required, authorized, or permitted under Federal, State, Local and all applicable laws.
- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual English speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. Contractor must have a means to communicate with all their workers.
- Payment for all personnel rates must be all inclusive of cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation, and any other costs.
- Contractor must provide a Project Manager (PM) to oversee work.

- Contractor's PM will be required to attend daily project meetings with Pinellas County for the duration of the event.
- The PM will coordinate all communications with the County's representatives.
- The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the County.

## 2. Labor

- All employees of the Contractor will be, at all times, sole employees of the Contractor under its direction and not an employee or agent of Pinellas County or any Responsible Municipality.
- Pinellas County and each Responsible Municipality reserves the right to approve all sub-contractors.
- Pinellas County and each Responsible Municipality reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor is to provide its own project management staff.
- The Contractor will provide Pinellas County and each Responsible Municipality, as applicable, with a list of all sub-contractors working under this contract, including phone numbers of contact personnel.
- Prior to Pinellas County or a Responsible Municipality assigning work, the Contractor must provide Pinellas County and Responsible Municipalities, as applicable, with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

## 3. Equipment

- Contractor will provide all appropriate vehicles, equipment, and hand-tools to ensure successful recovery operations.
- The Contractor will ensure that all Contractor and sub-contractor employees have and use the appropriate Personal Protective Equipment (PPE) for the duties performed. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.

### **d. Work Schedule/Hours**

- (1) Work is to be performed seven (7) days per week, including holidays as approved by the DM.
- (2) Contractor will be required to work a minimum of twelve (12) hours per day. The Contractor may work more than twelve (12) hours per day if approved by the DM.

(3) Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period, including up to 24 hours in a day.

(4) The DM will establish the work hours and develop schedules.

(5) Contractor must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.

**3. CONTRACT SERVICES** have been organized into five (5) separate tasks:

TASK 1 - EMERGENCY DEBRIS CLEARANCE (FIRST PUSH)

TASK 2 - TEMPORARY DEBRIS STORAGE AND REDUCTION SITES/MANAGEMENT

TASK 3 - DEBRIS REMOVAL (LOAD and HAUL)

TASK 4 – HAZARDOUS TREE AND LIMB REMOVAL

TASK 5 – HAZARDOUS STUMP REMOVAL

**a. TASK 1 - Emergency Debris Clearance (First Push)**

Mobilization

1. Upon receipt of a Notice to Proceed, Contractor's PM will provide the DM with a written estimated number of work crews and equipment needed, if any, to perform this task based on the event within twenty-four (24) hours.
2. Pinellas County will issue a Task Order (see Attachment D – Sample Task Order) to the Contractor defining the work, ceiling price and schedule.
3. At the request of the DM, Contractor is to mobilize the PM within 12 hours of receiving the request so that response and recovery operations associated with this scope of work can be effectively coordinated.
4. Contractor is to mobilize personnel and equipment for this task and shall be fully mobilized and prepared to conduct emergency debris clearance in Pinellas County within 24 hours of receipt of the first Task Order. Work assignments within Pinellas County will be prioritized by the DM.
5. In accordance with the Interlocal Agreement between the County and participating municipalities, Contractor must not undertake debris clearance for any Responsible Municipality, without the express written approval of the DM, unless and until First Push is completed for the County.

Debris Clearance – MUST BE COMPLETED WITHIN FIRST 70 HOURS

1. Work includes clearing one lane of travel of debris from roads. It is possible that this work may include cutting and reducing debris in place in order to allow traffic movement in the ROW.

2. Contractor is not to move from one designated work area to another designated work area without prior approval from the DM.
3. When clearing debris from roads, all debris must be placed along the edge of pavement on the shoulder of the road without blocking driveways, side streets or utilities of any kind.
4. The DM will develop a work plan showing where operations will start, and which roads will be cleared daily. The plan will be updated every day of operation.
5. A Task Order (see Attachment D – Sample Task Order) will be issued for work to be completed within the first seventy (70) hours after the NTP has been issued. Subsequent task orders will be issued as necessary beyond the first seventy (70) hours.

Reporting

1. Contractor's PM shall provide the DM with a daily progress and productivity report. This report may be electronic and must provide an update on daily accomplishments, assigned progress, current issues, and plans for the next reporting period.
2. Contractor must track all crew and equipment time and locations cleared for the duration of the operations. The Contractor must also, separately, track work done on any Federal-aid roads for the duration of the operations. Documentation can be done in the form of logs, but formatting must have the approval, in advance, of the DM. Documentation must include the following breakdowns:
  - Description of work performed
  - Location(s) of work performed
  - Management, supervision, and labor composition, with hours worked and rates based on prices in the Section F, Fee Submittal.
  - Equipment type, name of operator, hours of actual use, and rates based on prices in the price proposal.

Reimbursement

1. There will be no additional payment for mobilization and demobilization. Mobilization and demobilization are a separate pay item.
2. Payment for work completed during the First Push will be based on verified hours worked from the daily logs showing crew and equipment time. No payment will be made for equipment down- time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
3. Billing rates for all equipment and labor used for the emergency debris clearance (first push) operations must be indicated on the forms provided in Section F, Fee Schedule.

4. The maximum payment allowed will be as defined in the Task Order (see Attachment D – Sample Task Order) ceiling price. The Contractor will be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully approved and executed by Pinellas County in advance.

**b. TASK 2 - Temporary Debris Storage and Reduction Sites/Management**

General

1. Contractor will manage and operate the Temporary Debris Storage and Reduction (DMS) sites, including citizen drop off sites, located at various locations within Pinellas and confirmed with the DM prior to First Push.
  - Contractor is to only use DMS locations designated by the DM.
  - Citizen Drop Off Sites are considered a temporary DMS location and all compaction is included as part of the daily management rate.
  - Contractor will haul vegetative debris, stumps, construction and demolition, and mixed debris, to the respective DMS for further sorting and reduction.
  - DMS locations may be added or subtracted based on need.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to accept and process, sort, reduce, and dispose of disaster-related debris at all DMS.
3. Reduction of vegetative debris shall be through approved air curtain burning and/or chipping and grinding, or other reduction methods, if approved by the DM.
4. Contractor is to sort C&D debris at the DMS to maximize recycling opportunities.
  - If reduction of C&D debris is necessary, it will be reduced through compaction.
  - Common recyclable materials associated with a disaster event are metals, soil, concrete, and asphalt.
5. Contractor must construct inspection tower(s) at each DMS entrance and each exit in accordance herewith, providing all materials, tools, labor, and supervision.
  - The inspection tower must be of such height as to allow full visual inspection into the top of a transfer tractor trailer.
  - The inspection tower must be sized to accommodate at least four (4) people.
  - The inspection tower construction must include a roof for personnel protection

- The inspection tower must include stairs for access, with stair design or configuration in compliance with OSHA regulations and local codes to ensure safety performance needs as required.
- The DM may require additional inspection towers to improve traffic flow through the DMS.
- Any additionally requested towers will be constructed at no additional cost to the County.

6. Contractor is required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area is to be maintained to allow the safe and efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. Contractor must provide all barricades or signaling equipment/staff to provide safe passage onto the public road from the DMS.

#### Equipment

1. Contractor must provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain burner(s), remove ash from the burner(s), load, and haul for disposal all non- grindable or non-burnable debris and ash residue, field reduction as required for loading, lighting for night-time operations including shielding, and any other equipment which may be necessary for the performance of this contract.
2. Prior to commencing debris reduction and disposal operations, Contractor is to provide a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model, and horsepower (including all air-curtain incinerators).
3. Contractor must provide a means for the County or the County's designated representative to measure and certify all trucks and trailers prior to being deployed for load and haul operations
4. Contractor will supply and use vinyl type placards with the names of Pinellas County, Contractor, and sub-contractor on them, and must have space large enough for the County's Monitor to write in the assigned truck number and measured cubic yardage of the truck or trailer.
  - Hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
  - Contractor must maintain a supply of placards in the event replacements are needed.
5. All trucks and other road equipment must be in compliance with all applicable local, state, and federal rules and regulations.

6. Sideboards or other extensions to a truck or trailer bed are allowable, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions.
  - The sideboard extensions shall be braced with metal reinforcing.
  - The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground.
  - All extensions are subject to acceptance or rejection by the DM.
7. All trucks utilized in hauling debris must be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling, also permitting the vehicle to be loaded to capacity.
  - Gaps in the tailgate greater than two (2) inches are not permitted.
  - Tailgates must be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords are not permitted.
8. Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The DM reserves the right to reject equipment that is unsafe or inadequate.
9. Loading equipment used under this contract for debris collection must be rubber tired and sized properly to fit loading conditions.
  - Excessively large loading equipment three (3) cubic yards (CY) and larger and non-rubber-tired equipment must be approved by the DM.
10. Hauling containers must be a minimum of fifteen (15) cubic yards in volume unless approved by the DM, or designee.
11. Trailer type hauler containers must be equipped with either tandem axles and/or dual tires.
  - A minimum of four (4) tires are required on all trailers.
  - The Gross Vehicle Weight Rating (GVWR) shall be a minimum of ten thousand (10,000) pounds on all trailers unless approved by the DM.
  - All trailers must have a legible manufacturer's identification plate with ratings.

Work Schedule

Contractor is required to supervise all sub-contractors/crews during work hours up to twenty-four (24) hours, seven (7) days a week to meet the debris reduction and processing production requirements. Work schedules must be in compliance with all applicable laws.

Site Plan and Management

- a. Contractor is responsible for establishing site layout at each of the DMS.
- b. Contractor must provide sufficient site supervision of all assigned activities, at least one (1) supervisor at every DMS.
- c. Contractor is responsible for preparing the site(s) to accept debris. Preparation includes clearing, erosion control, road installation, grading, and installation of inspection towers.
- d. Contractor is responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS and for all necessary traffic control measures.
- e. Contractor is responsible for maintaining security at the site.
- f. Contractor must minimize the risk of fire on the sites.
- g. Contractor shall conduct operations at the DMS such that all nuisances to the surrounding residents are minimized, i.e., noise, dust, smoke, and traffic congestion.
- h. Contractor must provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. Contractor must remove all contaminants and hazardous waste from the debris at the DMS and store it in appropriate locations.
- i. Contractor is required to construct a containment area at the DMS to store hazardous waste materials consisting of an earthen berm with a non-permeable liner. The containment area must be covered at all times with a non-permeable cover.
- j. Contractor is responsible for repairing all damage from filling to grading with like material, all surface damage such as rutting and pavement damage, caused by the Contractor's equipment during debris handling, processing and reduction. Contractor must preserve and protect all existing structures on, or adjacent to, areas of work.
- k. Contractor is responsible for closure of the DMS within thirty (30) calendar days of the last load of disaster-related debris for disposal. This closure shall include:
  - Removal of site equipment, residual debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.)
  - Grading the site
  - Soil testing

- Environmental remediation
- The site must be restored in accordance with all State and local requirements and to the pre-existing condition before the disaster event. The DM will inspect the restoration of the DMS and present a punchlist, if applicable, to the Contractor.

#### Debris Storage

As directed by the DM, Contractor is responsible for sorting and stockpiling the debris at the site.

1. Debris shall be segregated into:
  - Burnable/grindable vegetative debris
  - Non-burnable/non-grindable mixed debris
  - Hazardous and toxic waste
  - Construction and demolition (C&D) debris
    - White goods
    - Recyclable materials
  - Ash residue
2. Contractor must take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as 36 freon, various oils, and fluids into the environment
3. Contractor must establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater.
4. Contractor must set up plastic liners under stationary equipment such as fuel tanks and oil containers.
5. Contractor must provide qualified and certified 36 freon recovery and hazardous waste crews as needed to process or properly dispose of hazardous waste debris.
6. Contractor must process (grind or burn, if applicable) all stumps, and large logs hauled to the DMS. The price for processing the stumps and logs must be included in the overall price for processing vegetative debris.
7. Contractor must ensure all debris is processed and hauled from a DMS before moving to other sites, unless otherwise approved by the DM.

#### Debris Reduction

1. The following three (3) methods may be selected for the reduction of vegetative debris:
2. Above-Grade Air-Curtain Burning

3. Portable Air-Curtain Burning

4. Chipping and Grinding

A. *Above and Below - Grade Air - Curtain Burning*

1. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function.
2. See the drawing provided in ATTACHMENT B for details.
3. Minimum required air velocity measured at the nozzle is 8,800 feet/minute (100 mph).
4. Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (For example, a 20-foot-long pit would require a blower with a nozzle velocity of 8,800 ft/min and nozzle output rate of 18,000 cfm).
5. Pit should be a maximum of 8 feet wide, and from 12 to 20 feet deep. The actual pit dimensions should be such that the system functions properly.
6. Pit must be constructed out of a highly compactable material that will hold shape and support the weight of the loading equipment.
7. There shall be an impervious layer of clay or limestone on the bottom of the pit to provide a barrier for ground water protection and capable of supporting the wheel weight of the loading equipment.
  - The bottom layer shall be a minimum of one (1) foot thick and be repaired as necessary after each ash removal operation.
8. There must be a minimum distance of one hundred (100') feet between the burn area and the nearest debris piles, building and/or people or workers.
9. The ends of the pits must be sealed with dirt or other material to a minimum height of four (4') feet.
10. A twelve-inch dirt seal must be placed on the lip of the burn pit area to seal the blower nozzle. The nozzle should be three-to-six (3 – 6) inches from the edge of the pit.
11. There must be one foot (1') high wheel stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
12. The airflow should hit the wall of the pit at about two (2') feet below the edge of the pit and the debris should not break the path of the airflow, except during dumping.
13. Length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.

14. The burn will be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. The Contractor shall be responsible for dust control while handling ash materials.
15. No hazardous or contained-ignitable material is to be dumped into the pit.
16. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending on site conditions.
17. Contractor shall apply for, and obtain, all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

*Portable Air-Curtain Burning*

- a. Portable incinerators use the same principles as air-curtain pit systems. The primary difference is that portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to complement the blower systems. These types of units come in various sizes and are the preferred method of air-curtain burning because of their portability and ease of operation.
- b. Minimum required air velocity measured at the nozzle is 8,800 feet/min (100 mph). Minimum airflow rate measured at the nozzle is 900 cubic feet per min per linear foot of pit length. (As an example, a twenty (20') foot long pit would require a blower with a nozzle velocity of 8,800 feet/min and nozzle output rate of 18,000 cfm).
- c. There must be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles, buildings, and/or people and workers.
- d. There must be one-foot-high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops shall be constructed of fireproof material.
- e. The burn will be extinguished at least two hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash. Contractor is responsible for dust control while handling ash materials.
- f. No hazardous or contained-ignitable material is to be dumped into the pit.
- g. Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures must be used, if necessary, depending upon site conditions.
- h. Contractor shall apply for and obtain all local, state, and federal permits for air curtain incineration and meet all applicable emission standards.

*Chipping and Grinding*

- a. The average chip size produced is dependent on the needs of the end user or as defined by the DM. The reduction in volume of the vegetative debris shall be at least a 4:1 ratio. Contractor shall provide the DM specifications of the grinder screen size and the reduction ratio for each grinder used on this contract for approval, prior to commencing chipping or grinding operations.
- b. Contaminants are not permitted in the chips or mulch.
  - Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated.
  - Sand and dirt should be minimized as much as possible.
  - To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder.
  - Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders.
  - Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- c. Chips/mulch should be stored in piles no higher than twelve (12') feet and meet all state and local laws.
- d. Contractor must obtain authorization to make any changes to the processing requirements above in writing from the DM.

#### Load Tickets

1. Contractor must ensure that no debris is transported into a DMS without an accompanying properly completed load ticket.
2. A five (5) part load ticket must be used for recording volumes of debris removed, processed, and disposed.
  - Contractor must provide ticket forms with pre-printed unique ticket identifier.
  - Load ticket provided by Contractor must be approved by the DM prior to being used.
3. The Load Ticket must include the following information completed:
  - Street address or coordinates of where debris is picked up
  - Amount of debris picked up; and
  - Amount of debris hauled; and
  - Amount of debris disposed

4. A Load Site Monitor will issue a 5-part load ticket to the driver prior to departure from the loading site and will retain one copy of the ticket.
  - Upon arrival at the DMS, the vehicle operator will give the remaining four parts to the Tower Monitor at the DMS Inspection Tower.
  - The Tower Monitor will validate the ticket and enter delivered volume as appropriate.
  - The Tower Monitor will keep the one copy and give the remaining three parts to the vehicle operator.
  - Contractor will ensure that the remaining 3 parts of the load tickets are retained for record and invoicing as appropriate.
5. Debris removal sub-contractors will not be permitted to unload the debris at a DMS without an approved Load Ticket that was supplied by and partially completed by the Load Site Monitor.
6. Sub-contractor(s) will not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DM.

#### Measurements

1. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurements.
  - Partial loads will be adjusted down by visual inspection by the Tower Monitor.
  - Load measurements will be documented on Load Tickets, and daily log sheets.

#### c. TASK 3 - Debris Removal (Load and Haul)

##### General

1. Debris Removal includes the loading and hauling of eligible debris within Pinellas County to an approved DMS.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to load, and haul disaster-generated debris.
3. The quantity of debris resulting from a disaster event may preclude sorting of debris at the ROW; therefore, Contractor must receive approval from the DM for any proposed alternative direction on collection and sorting at the start of event.

##### Work Schedule

1. Contractor must provide an interim schedule within two (2) days and a final project plan within seven (7) days following the date of disaster. This project plan includes subcontracting activities, number of hauling units and anticipated completion schedule.

2. Contractor will be required to work, at minimum, a twelve (12) hour day, seven (7) days a week during the removal phase generally during daylight hours.
  - The County reserves the right to extend or reduce the hours and days of operation during the contract period. Contractor will only work hours as authorized by the DM.
  - Contractor must coordinate with Pinellas County and its representatives and monitoring contractors to establish the work hours and to update schedules.
  - Rain events during collection cannot be considered reason to stop work unless the conditions create a potential safety hazard. The Contractor shall notify the DM, or designee, of work stoppage due to inclement weather with the appropriate justification.
3. The project duration (completion date) will be estimated during the initial seven (7) day planning period following the date of the disaster. The Contractor will provide a written cost estimate based on the planned project duration.

#### Performance Schedule

1. Contractor, at the DM's direction, must provide a work plan showing where operations will begin and which streets/roads will be picked up on a two (2), seven (7) and fourteen (14) day projection. The plan will be updated weekly.
2. Weekly progress and productivity reports are required for the scheduled activities. At minimum this report must include the following:
  - Description of work performed
  - Number of trucks in use
  - Number of loading equipment in use
  - Number of load tickets processed at each DMS
  - Number of cubic yards of each type of debris at each DMS
  - Total cubic yards of each type of debris collected and hauled
  - Locations of completed work
  - Locations of current work
  - Locations to be worked next
  - Discussion of damage claims
  - Discussion of current issues needing a resolution

#### Debris Removal

1. Work will be prioritized by the DM. Contractor need to be prepared to respond to priorities within the framework of the established schedule as they are established by the DM.
2. Contractor is to provide all labor, equipment, machines and tools, fuel, lubricants, spare parts, etc. necessary to load and haul eligible disaster-generated debris.
  - equipment is to be in good working condition
  - If equipment becomes inoperable, it must be repaired or replaced with similar equipment within twenty-four (24) hours.
  - The County prefers use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the County.
3. Work consists of removing any and all Eligible Debris, primarily from the public ROW of streets and roads, as directed by the DM. Work includes:
  - Examining debris to determine whether or not the debris is eligible, and
  - Loading the debris, and
  - Hauling the debris to an approved DMS or final disposal location.
4. Ineligible Debris cannot be loaded, hauled, or dumped under this contract. Mixing Ineligible Debris with Eligible Debris will render the entire load Ineligible. The Contractor will not be reimbursed for collection of such mixed loads of Eligible Debris and Ineligible Debris.
5. Debris removal includes all eligible debris found on the ROW within the area defined by the DM. The DM may specify any Eligible Debris within the ROW which should not be removed, or which should be removed at a later time or by others.
6. Debris removal may include the removal of Eligible Debris from eligible canals and waterways within the County.
7. Contractor must make as many passes through the designated area as required by the DM.
8. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property shall be cut by Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed.
9. Contractor cannot enter onto private property during the performance of this contract without the prior written approval of the DM.
10. Contractor will use only rubber-tired equipment in the performance of loading and hauling debris.
11. Contractor and its personnel cannot not use equipment or labor authorized for debris removal under this contract for private work during the working hours designated under this contract.

12. All vegetative and C&D debris shall be mechanically loaded, and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" of vegetative and C&D debris is not authorized under this contract without the approval of the DM. Vehicles delivering debris using hand loading methods will be reduced by 50% of the observed volume as defined in FEMA Policy RP9523.12 or current FEMA policy.

13. Contractor is responsible for filling to grade with like material, all surface damage such as rutting, and pavement damage caused by the Contractor's equipment during debris removal.

- Contractor must repair all damage to existing grade, road shoulders, sidewalks, drainage
- structures, trees, shrubs, grassed areas, etc. caused by the Contractor's equipment or personnel.
- Contractor must preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work.

14. Contractor must repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred. Contractor shall contact the person(s) making claims regarding damages within two (2) days of receiving the claim.

15. During the Debris Removal process, it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from pavement.

16. Contractor cannot move from one designated work area to another work area prior to receiving authorization from the DM.

17. Contractor shall provide sufficient field supervision for all assigned activities.

- Contractor shall provide a minimum of three (3) field supervisors at all times.
- The DM may require additional field supervisors at an expected rate of (3) field supervisors for every 100,000 CY of estimate debris.

18. Trucks must be loaded so no debris extends beyond the truck bed in any direction.

- All loose debris, such as tree limbs, plywood, roofing material, etc. must be reasonably compacted into the hauling vehicle by use of the loading equipment.
- All debris must be adequately secured while being transported to the designated DMS including the use of tarps or other mechanical means to ensure no loss of debris.
- All equipment hauling debris to the DMS is required to be capable of self-dumping or removing its load without assistance from other equipment.

- The DM may authorize use of other types of vehicles.

19. Any material identified as a potentially hazardous or toxic waste must be reported immediately to the DM, including exact location. Regulated hazardous wastes will be collected by a specialty Contractor hired or employed through the Contractor, who is licensed and permitted to handle these types of materials.)

20. Contractor must remove white goods debris by hauling it separately from other debris types. The Contractor must take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.

21. Contractor must notify the DM if inoperable personal property items such as automobiles, trucks, trailers, boats and boat trailers are identified that obstruct or impede debris removal.

- The DM will notify the Contractor if the vehicle or vessel or other items is to be removed.
- Removal of this debris by Contractor must be accomplished by acceptable and approved towing methods.
- Removal must be accomplished without causing further damage to the item.
- Items must be stored as directed by the DM.

22. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications equipment are not Eligible Debris and must be reported to the DM.

**d. TASK 4 – Hazardous Tree and Limb Removal**

**General**

1. Tree and limb work includes the removal and disposal of hazardous leaning trees and hanging limbs in public ROW. Removal of hazardous trees or limbs on private property must only be conducted at the direction of the DM.
2. Contractor must provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.
3. Equipment used to remove hazardous hanging limbs must have the ability to reach at least sixty (60) feet above the ground.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of tree or limb removal. Contractor is responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.

**Tree & Limb Removal**

A tree may be deemed hazardous if the following criteria are met:

- The condition was caused by the disaster; or
- It is an immediate threat to life, public health and safety, or improved property; or
- It has a diameter of six (6) inches or greater measured 4.5 feet above ground level, and the tree:
  - Has a split trunk; or
  - Has a broken canopy; or
  - Is leaning at an angle greater than thirty (30°) degrees.

A limb may be deemed hazardous if it is hanging over improved property or public-use areas as defined by FEMA and the following criteria are met:

- It is greater than two (2") inches in diameter at the point of break; or
- Is an immediate threat.

1. Each hazardous tree and limb will be documented by the County prior to removal or remedy. (The documentation prior to removal must include photos of the hazardous tree or limb, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).
2. Contractor will be tasked to remove or remedy these hazards by an issuance of a Task Order (see Attachment D – Sample Task Order) by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
3. All trees requiring removal must be cut flush to the ground.
4. As directed by the DM, Contractor must straighten and brace a tree if saving the tree is deemed to be in the best interest of the County, and the cost of straightening and bracing the tree is less than cost of removing the tree.
5. Contractor must remove all hazardous limbs located on public property that have a diameter greater than two (2") inches at the point of the break and still hanging on the tree. Contractor must ensure that only the minimum amount of work necessary to remove the hazardous limb is done.
6. The resulting debris from removal of hazardous trees and limbs will be treated as normal vegetative debris and must be hauled to an approved DMS for further reduction.

**e. TASK 5 – Hazardous Stump Removal**

General

1. A stump may be deemed hazardous if it poses an immediate threat, it extends over improved property or public-use areas as defined by FEMA and all the following criteria are met:
  - It has fifty (50%) percent or more of the root-ball exposed; and
  - It is greater than twenty-four (24") inches in diameter, as measured twenty-four (24") inches above the ground; and
  - Extraction is required as part of the removal.
  - See Attachment A – Stump Conversion Table
2. Hazardous stump removal work includes the removal and disposal of hazardous stumps in public ROW. Removal of hazardous stumps on private property may only be conducted at the direction of the DM.
3. Contractor will provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform hazardous stump removal work.
4. Contractor must notify the DM of any damage caused to private property or the public ROW during the course of hazardous stump removal. Contractor is responsible for repairs to private property or facilities within the public ROW caused by the removal of hazardous stumps.
5. All stumps and stump remnants which are fully disengaged from the ground and in a public ROW will be considered normal vegetative debris. The only exception to this will be if a fully disengaged stump, due to its size or condition requires special equipment to remove. In that case, Contractor must submit to the DM a specific scope of work necessary to remove it along with photo documentation and a proposed unit price for removing the stump. The Contractor must not remove stumps requiring special equipment until authorized by the DM.
6. Contractor must remove all disengaged stumps and stump remnants from the assigned Load Site area before moving to another work area unless otherwise approved by the DM.

Hazardous Stump Removal

1. Contractor will remove all hazardous stumps from improved public property and ROW as directed by the DM.
2. Each hazardous stump will be documented by the County prior to removal. (The documentation prior to removal must include photos of the hazardous stump, a written scope of work necessary to remove the hazard, and GPS coordinates or the nearest address of the hazard).

3. Contractor will be tasked to remove these hazards by an issuance of a Task Order (see Attachment D – Sample Task Order) by the DM prior to the work commencing. The Task Order will include all necessary documentation described above.
4. Contractor must not remove a hazardous stump before a Task Order has been issued for the removal of the stump. Removal of a stump prior to the task order being issued will result in the stump being treated as normal vegetative debris.
5. A stump that is exposed more than fifty (50%) percent may be removed by grinding if it is less costly than extraction and is eligible.
6. The root-ball hole must be filled in after removal.

**ATTACHMENT A - STUMP CONVERSION TABLE**

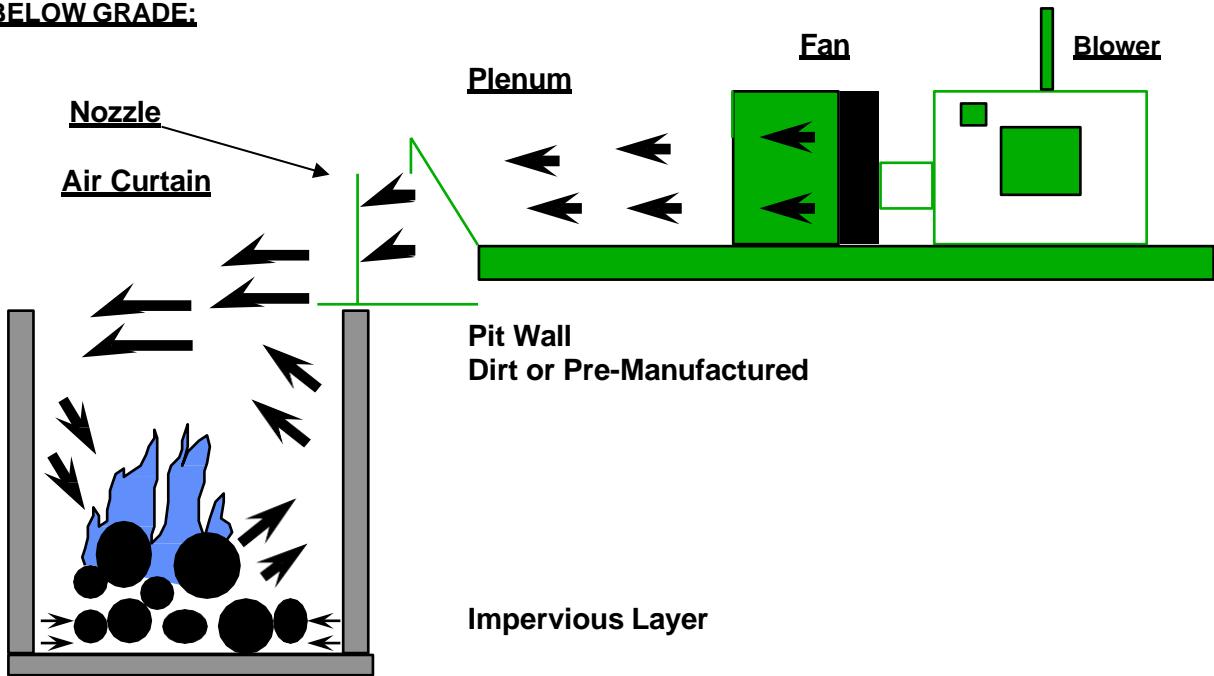
Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (Cubic Yards)
24	4.1	46	15.2
25	4.5	47	15.8
26	4.8	48	16.5
27	5.2	49	17.2
28	5.6	50	17.9
29	6.0	51	18.6
30	6.5	52	19.4
31	6.9	53	20.1
32	7.3	54	20.9
33	7.8	55	21.7
34	8.3	56	22.5
35	8.8	57	23.3
36	9.3	58	24.1
37	9.8	59	24.9
38	10.3	60	25.8
39	10.9	61	26.7
40	11.5	62	27.6
41	12.0	63	28.4
42	12.6	64	29.4
43	13.3	65	30.3
44	13.9	66	31.2
45	14.5	67	32.2
		68	33.1
		69	34.1
		70	35.1
		71	36.1
		72	37.2
		73	38.2
		74	39.2
		75	40.3
		76	41.4
		77	42.5
		78	43.6
		79	44.7
		80	45.9
		84	47.0
		82	48.2
		83	49.4
		84	50.6
		85	51.8

**NOTE:**

The above conversion was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan, and Jeanne.

**ATTACHMENT B - AIR CURTAIN COMBUSTOR GENERAL ARRANGEMENT ABOVE AND BELOW GRADE**

**BELOW GRADE:**

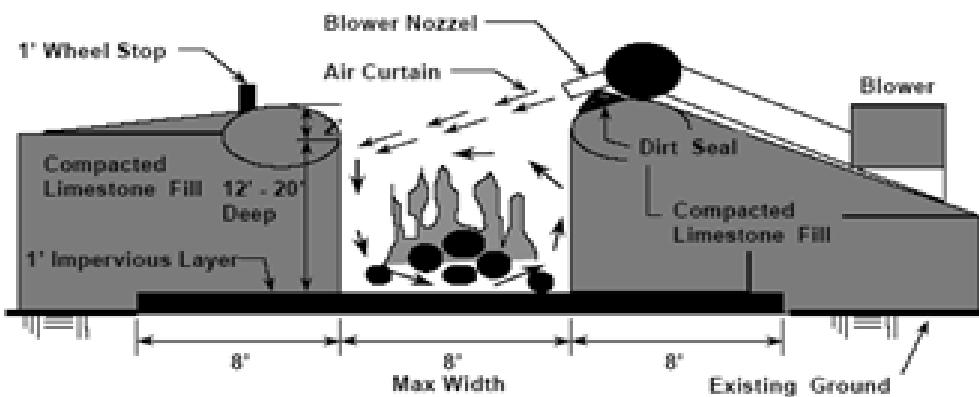


A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit, in which a fire has been started.

The air curtain traps smoke and small particles and re-circulates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber that helps prevent heat loss.

**ABOVE GRADE:**



**ATTACHMENT C - TEMPORARY DEBRIS STORAGE AND  
DISPOSAL SITES AND COUNTY JURISDICTIONAL  
BOUNDARIES**

The following list of potential Debris Management Sites and Citizen Collection Sites for reference purposes. Pinellas County will update this list on an annual basis and direct the Contractor accordingly.

The attached map illustrates the unincorporated portions of Pinellas County.

The following is an approximate description of the location of each of the tentative DMS.

The Contractor must confirm the location of these sites with the DM prior to initiating collection work.

**CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)**

**CITIZEN COLLECTION SITE – SOUTHEAST COUNTY (Pinellas)**

**CITIZEN COLLECTION SITE – CENTRAL COUNTY (Pinellas)**

**DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)**

**DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)**

**DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)**

**DEBRIS MANAGEMENT SITE – Ulmerton and 119<sup>th</sup> Street (COOP)**

## CITIZEN COLLECTION SITE – WEST COUNTY (Pinellas)



Owner: Pinellas County  
Attn. COOP Extension  
315 Court Street  
Clearwater, FL 33756-5165

(35 Acres), (34' Elevation)

Site Address: This site has no address; it is located south of Ulmerton Road off 119<sup>th</sup> Street N. near the City of Largo, in Pinellas County.

GPS: 27°53'20.50"N  
82°48'20.96"W

This site would be used as a citizen drop off for vegetative debris only resulting from a disaster.

There would be no processing to reduce the volume of debris at this site.

Vegetative debris would be dropped off by citizens then loaded into trucks for transport to the designated Debris Management Site for reduction and final disposal.

## **DEBRIS MANAGEMENT SITE – TOYTOWN (Pinellas)**



Owner: Pinellas County  
315 Court Street  
Clearwater, FL 33756-5165

(241 Acres), (8' Elevation)

Site Address: This site has no address; it is located just south of the intersection of I-275 and Roosevelt Blvd. near the City of Pinellas Park, in Pinellas County.

GPS: 27°52'14.18"N  
82°39'34.89"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **Construction & Demolition (C&D) and vegetative debris.**

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

## DEBRIS MANAGEMENT SITE – NORTH COUNTY (Pinellas)



Owner: Pinellas Board of Public Instruction  
PO Box 2942  
Largo, FL 33779-2942

(43 Acres), (23' Elevation)

Site Address: This site has no address; it is located on the corner of Keystone Road and CR 611 (East Lake Road) near Tarpon Springs, in Pinellas County

GPS: 28° 8'46.62"N  
82°41'37.62"W

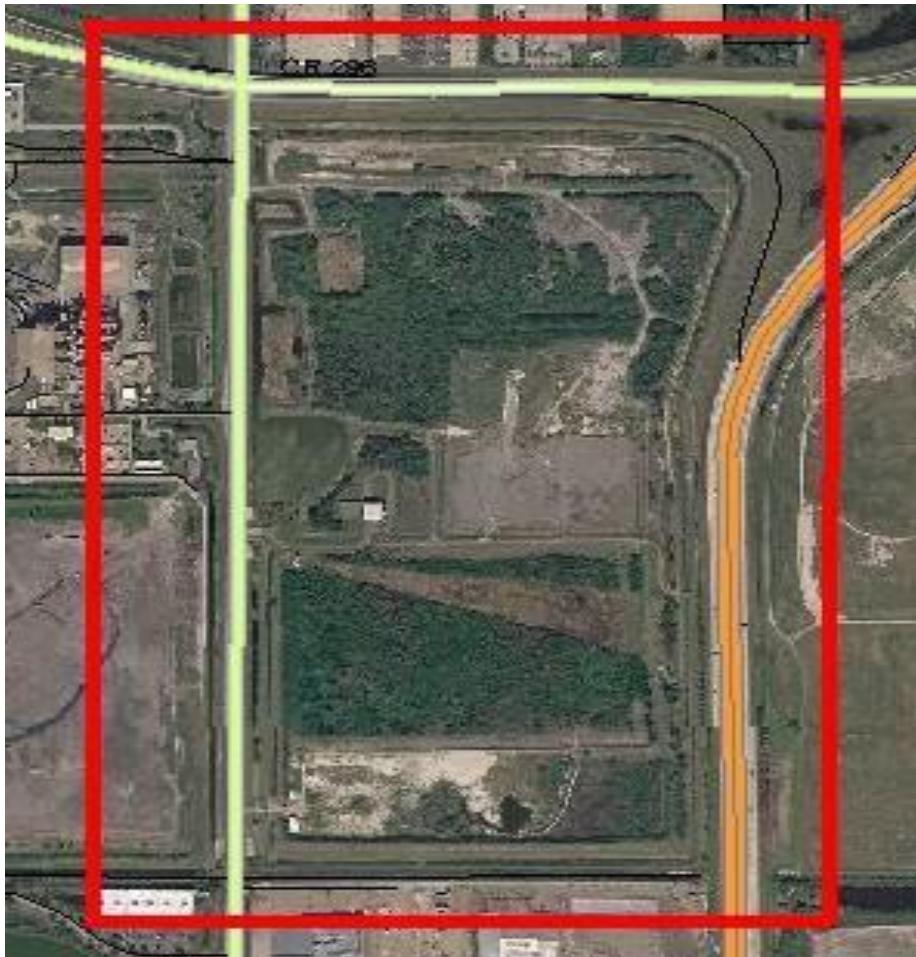
This site would be used as a Debris Management site.

This site would be used to temporarily stage and store **vegetative debris ONLY** resulting from a disaster.

Vegetative debris will be reduced in volume by grinding operations at this site.

All debris at this site will be transported to an approved and appropriate final disposal site.

## **DEBRIS MANAGEMENT SITE - SOD FARM (Pinellas)**



Owner Pinellas County Solid Waste  
3095 114<sup>th</sup> Avenue North  
Largo, FL 33779-2942

(182 Acres), (8' Elevation)

Site Address: 10901 28<sup>th</sup> Street North, St. Petersburg, in Pinellas County

GPS: 27°52'16.60"N  
82°40'2.39"W

This site would be used as a Debris Management site.

This site would be used to temporarily stage and store C&D and vegetative debris.

Vegetative debris will be reduced in volume by grinding operations at this site.

This site may also be used to temporarily store white goods and Household Waste resulting from a disaster.

All disaster debris at this site will be transported to an approved and appropriate final disposal site.

**ATTACHMENT D - SAMPLE TASK ORDER**

**TASK ORDER NO.**

CONTRACTOR:	CONTRACT NO.:	DATE:
PROJECT TITLE:		

**Summary Description of Work to Be Performed:**

**Project Schedule:**

**Ceiling Price (Not-To-Exceed) if Applicable:**

**CONTRACTOR**

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

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

**Pinellas County**

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

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

## PRICE TABLES

## EXHIBIT F

## DEBRIS CLEARANCE

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	Additional General Labor	240	HR	\$65.00	\$15,600.00
2	General Management	70	HR	\$95.00	\$6,650.00
3	Wheel Loader with operator, 2.5cy	500	HR	\$215.00	\$107,500.00
4	Foreman with support vehicle and small equipment	500	HR	\$85.00	\$42,500.00
5	Laborer with chainsaw	500	HR	\$65.00	\$32,500.00
6	Laborers with small tools (2)	500	HR	\$55.00	\$27,500.00
<b>Total</b>					<b>\$232,250.00</b>

## COLLECTION AND HAULING

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	0-15 miles vegetative from right-of-way (ROW) to Debris Management Site (DMS)	900000	CY	\$8.28	\$7,452,000.00
2	16-30 miles vegetative from ROW to DMS	900000	CY	\$8.28	\$7,452,000.00
3	31-60 miles vegetative from ROW to DMS	900000	CY	\$8.28	\$7,452,000.00
4	60+ miles vegetative from ROW to DMS	900000	CY	\$8.28	\$7,452,000.00
5	0-15 miles C&D from ROW to DMS	900000	CY	\$8.78	\$7,902,000.00
6	16-30 miles C&D from ROW to DMS	900000	CY	\$8.78	\$7,902,000.00
7	31-60 miles C&D from ROW to DMS	900000	CY	\$8.78	\$7,902,000.00
8	60+ miles C&D from ROW to DMS	900000	CY	\$8.78	\$7,902,000.00
9	0-15 miles Vegetative from ROW to Final Disposal (Direct Haul)	100000	CY	\$8.88	\$888,000.00
10	16-30 miles Vegetative from ROW to Final Disposal (Direct Haul)	100000	CY	\$9.38	\$938,000.00

11	0-15 miles C&D from ROW to Final Disposal (Direct Haul)	100000	CY	\$9.88	\$988,000.00
12	16-30 miles C&D from ROW to Final Disposal (Direct Haul)	100000	CY	\$10.88	\$1,088,000.00
<b>Total</b>					<b>\$65,318,000.00</b>

## MANAGEMENT AND REDUCTION

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	DMS Site Management (Equipment, fencing, bathroom, lighting, etc. DOES NOT include Reduction.)	900000	CY	\$1.68	\$1,512,000.00
2	Management of Citizen Drop Off Sites	200000	CY	\$1.88	\$376,000.00
3	Grinding (Reduction)	900000	CY	\$5.42	\$4,878,000.00
4	Air Curtain Burning (Reduction)	900000	CY	\$1.88	\$1,692,000.00
5	Open Burning (Reduction)	900000	CY	\$1.68	\$1,512,000.00
6	Compaction (Reduction)	900000	CY	\$1.82	\$1,638,000.00
<b>Total</b>					<b>\$11,608,000.00</b>

## FINAL DISPOSAL - Not to include Tipping Fees

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	0-15 miles from DMS to Final Disposal	500000	CY	\$5.42	\$2,710,000.00
2	16-30 miles from DMS to Final Disposal	500000	CY	\$6.92	\$3,460,000.00
3	31-60 miles from DMS to Final Disposal	500000	CY	\$7.92	\$3,960,000.00
4	60+ miles from DMS to Final Disposal	500000	CY	\$9.24	\$4,620,000.00
<b>Total</b>					<b>\$14,750,000.00</b>

## TREE OPERATIONS

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	Hazardous trees 2" – 12"	300	Tree	\$45.00	\$13,500.00
2	Hazardous Trees 12" – 24"	300	Tree	\$125.00	\$37,500.00
3	Hazardous Trees 24" – 36"	300	Tree	\$225.00	\$67,500.00
4	Hazardous Trees 36" – 48"	300	Tree	\$295.00	\$88,500.00
5	Hazardous Trees > 48"+	300	Tree	\$350.00	\$105,000.00
6	Trees with Hazardous Limbs > 2"	300	Tree	\$98.50	\$29,550.00
7	Hazardous Stumps > 24" – 36"	100	Stump	\$225.00	\$22,500.00
8	Hazardous Stumps > 36" – 48"	75	Stump	\$325.00	\$24,375.00
9	Hazardous Stumps > 48"+	50	Stump	\$425.00	\$21,250.00
10	Stump Grinding > 24" – 36"	100	Stump	\$225.00	\$22,500.00
11	Stump Grinding > 36" – 48"	75	Stump	\$325.00	\$24,375.00
12	Stump Grinding > 48" +	50	Stump	\$425.00	\$21,250.00
13	Stump Fill Dirt	100	CY	\$0.01	\$1.00
14	Arborist / Climber	80	HR	\$95.00	\$7,600.00
15	Aerial Man Lift - Tree Work	80	HR	\$200.00	\$16,000.00
<b>Total</b>					<b>\$501,401.00</b>

#### SPECIALTY REMOVAL - Optional

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	Waterway Debris Removal (canals, rivers, creeks, streams, ditches)	100000	CY	\$108.50	\$10,850,000.00
2	Vehicle Removal	10	Unit	\$200.00	\$2,000.00
3	Vessel Removal (from land)	20	LF	\$150.00	\$3,000.00
4	Vessel Removal (marine)	40	LF	\$250.00	\$10,000.00
5	Carcass Removal (decomposable debris – animals and organic fleshy matter)	200	LBS	\$2.00	\$400.00

6	ROW White Goods Removal	1500	Unit	\$50.00	\$75,000.00
7	Freon Management	500	Unit	\$45.00	\$22,500.00
8	Electronic Waste (containing hazardous materials such as cathode ray tubes, including computers, monitors and televisions)	2000	LBS	\$25.00	\$50,000.00
9	Biwaste (waste capable of causing infection to humans- animal waste, human blood, pathological waste)	5000	LBS	\$14.98	\$74,900.00
10	Household Hazardous Waste (HHW)	5000	LBS	\$14.98	\$74,900.00
<b>Total</b>					<b>\$11,162,700.00</b>

#### SAND MANAGEMENT - Optional

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	Sand Collection and Hauling	500000	CY	\$16.98	\$8,490,000.00
2	Sand Screening	500000	CY	\$5.24	\$2,620,000.00
3	Placement on Beach	500000	CY	\$4.24	\$2,120,000.00
<b>Total</b>					<b>\$13,230,000.00</b>

#### As Needed Equipment Rates (rates include operator costs)

Line Item	Description	Estimat...	Unit of Measure	Unit Cost	Total
1	Small Excavator (10-25 tons)	160	HR	\$165.00	\$26,400.00
2	Medium Excavator (25-50 tons)	160	HR	\$200.00	\$32,000.00
3	Large Excavator (50+ tons)	160	HR	\$225.00	\$36,000.00
4	Stand-up skid steer	160	HR	\$135.00	\$21,600.00
5	Small Loader	160	HR	\$185.00	\$29,600.00
6	Medium Loader	160	HR	\$195.00	\$31,200.00

7	Large Loader	160	HR	\$205.00	\$32,800.00
8	Light Tower with fuel and support	160	HR	\$60.00	\$9,600.00
9	Sweeper/Roadway Sweeping - Urban	50	MI	\$165.00	\$8,250.00
10	Vac Truck/Vacuum Inlets	50	EA	\$225.00	\$11,250.00
<b>Total</b>					<b>\$238,700.00</b>

**Optional Additional Debris Rates**

COLLECTION AND HAULING	UOM	Rate
31-60 miles Vegetative from ROW to Final Disposal (Direct Haul)	CY	\$ 20.98
31-60 miles C&D from ROW to Final Disposal (Direct Haul)	CY	\$ 23.98
Debris Removal from beaches to DMS	CY	\$ 37.98
Concrete/Aggregate removal from ROW to DMS	CY	\$ 24.98
Debris Removal from Public Owned Properties other than ROW and hauled to DMS	CY	\$ 10.68

**Notes:**

DMS Site Management and Management of Citizen Drop Off Sites includes restoration.  
Hauling of debris from citizen drop-off sites to DMS sites will be performed under ROW haul rates.  
Tipping/disposal fees for all items will be a direct pass-through cost without markup.

**Company Name**

DRC Emergency Services, LLC

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**Authorized Signature****Date**

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11/7/25

Kristy Fuentes - Vice President, Treasurer, Secretary

***Logistical support items not pertaining to debris***

**AUXILIARY EQUIPMENT**

<b>GENERATORS</b>					
<b>1.0</b>	(Pricing to include all costs including, but not limited to, shipping, setting, operation, maintenance, fueling, insurance, security and recovery.)				
	---- Size (KW)	Three-Phase Voltage Requirement	Daily	Weekly	Monthly
1.1	15	240	\$615.00	\$2,450.00	\$8,760.00
1.2	20	240	\$660.00	\$2,780.00	\$10,165.00
1.3	25	240	\$705.00	\$3,105.00	\$11,570.00
1.4	35	240	\$1,020.00	\$4,740.00	\$18,145.00
1.5	40	480/240	\$1,250.00	\$5,735.00	\$21,695.00
1.6	50	480/241	\$1,315.00	\$6,170.00	\$23,570.00
1.7	60	480/242	\$1,740.00	\$7,580.00	\$28,075.00
1.8	75	480/243	\$1,845.00	\$8,345.00	\$31,350.00
1.9	100	480/244	\$2,075.00	\$9,830.00	\$37,645.00
1.10	125	480/245	\$2,370.00	\$11,530.00	\$44,570.00
1.11	150	480	\$2,570.00	\$12,950.00	\$50,650.00
1.12	250	480	\$3,850.00	\$20,030.00	\$79,190.00
1.13	500	480	\$7,855.00	\$40,025.00	\$157,150.00
1.14	1800	480	\$23,410.00	\$126,495.00	\$506,135.00

<b>PUMPS</b>					
<b>2.0</b>	(Pricing to include all costs including, but not limited to, shipping, setting, operation, maintenance, fueling, insurance, security and recovery.)				
	Size/Description	Nominal Performance	Daily	Weekly	Monthly
2.1	4x4 - High volume diesel powered suction lift trash pump with speed adjustment and on/off level control	1000 GPM Max, 150 feet TDH Max	\$990.00	\$3,290.00	\$12,780.00
2.2	6x6 - High volume diesel powered suction lift trash pump with speed adjustment and on/off control	2600 GPM Max, 160 Feet TDH Max	\$1,225.00	\$6,145.00	\$23,925.00
2.3	8x8 - High volume diesel powered suction lift trash pump with speed adjustment and on/off lever control	3000 GPM Max, 150 Feet TDH Max	\$1,575.00	\$8,020.00	\$30,550.00
2.4	12x12 - High volume diesel powered suction lift trash pump with speed adjustment and on/off level control	5000 GPM Max, 100 Feet TDH Max	\$3,420.00	\$28,090.00	\$71,010.00

<b>LIGHT TOWERS</b>					
<b>3.0</b>	(Pricing to include all costs including, but not limited to, shipping, setting, operation, maintenance, fueling, insurance, security and recovery.)				
	Description	Type / Size	Daily	Weekly	Monthly
3.1	Light Tower (Portable light plant)	500 Watt Range	\$50.00	\$155.00	\$465.00
3.2	Light Tower (Portable light plant)	1000 Watt Range	\$60.00	\$180.00	\$540.00
3.3	Light Tower (Portable light plant)	2000 Watt Range	\$80.00	\$240.00	\$720.00

3.4	Light Tower (Portable light plant)	4000 Watt Range	\$140.00	\$410.00	\$1,230.00
3.5	Light Tower (Portable light plant w/ Generator)	500 Watt Range (w/Gen)	\$420.00	\$1,930.00	\$6,930.00
3.6	Light Tower (Portable light plant w/ Generator)	1000 Watt Range (w/Gen)	\$420.00	\$1,930.00	\$6,930.00
3.7	Light Tower (Portable light plant w/ Generator)	2000 Watt Range (w/Gen)	\$420.00	\$1,930.00	\$6,930.00
3.8	Light Tower (Portable light plant w/ Generator)	4000 Watt Range (w/Gen)	\$420.00	\$1,930.00	\$6,930.00

<b>PIPES AND TANKS</b>					
<b>4.0</b>	(Pricing to include all costs including, but not limited to, shipping, setting, operation, maintenance, fueling, insurance, security and recovery.)				
	<b>Description</b>	<b>Size</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
4.1	COMPOSITE QUICK CONNECT SUCTION HOSE, 8 Foot Length, 20 PSI Minimum, Price per Section	4 inch	\$20.00	\$45.00	\$135.00
4.2		6 inch	\$25.00	\$55.00	\$165.00
4.3		8 inch	\$30.00	\$70.00	\$210.00
4.4		12 inch	\$50.00	\$120.00	\$360.00
4.5	QUICK CONNECT DISCHARGE HOSE, 50 Foot Length, 50 PSI Minimum, Price per Section	4 inch	\$50.00	\$157.00	\$470.00
4.6		6 inch	\$60.00	\$190.00	\$570.00
4.7		8 inch	\$125.00	\$370.00	\$1,110.00
4.8		4 inch	\$60.00	\$160.00	\$480.00
4.9	QUICK CONNECT RIGID PIPING, 10 Foot Length, 175 PSI Minimum, Price per Section	6 inch	\$70.00	\$200.00	\$600.00
4.10		8 inch	\$120.00	\$350.00	\$1,050.00
4.11		12 inch	\$210.00	\$625.00	\$1,875.00
4.12	Roll-Off-Emergency Wastewater Storage Tanks	Nominal 22,000 Gallon Each	\$2,000.00	\$3,500.00	\$9,350.00

<b>COMMUNICATION TOWERS</b>					
<b>5.0</b>	(Pricing to include all costs including, but not limited to, shipping, setting, operation, maintenance, fueling, insurance, security and recovery.)				
	<b>Description</b>	<b>Type / Size</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
5.1	Communications Tower - list types and sizes	Larson Electronics LM-30-3S-4XATM-TLR or Equivalent	\$4,250.00	\$8,500.00	\$21,250.00
		Larson Electronics WCDE-4G or Equivalent	\$645.00	\$1,275.00	\$3,825.00
		ALLTECH 60' Moble Tower COW or Equivalent	\$4,800.00	\$9,600.00	\$24,000.00

Company Name

DRC Emergency Services, LLC

Authorized Signature



Kristy Fuentes - Vice President, Treasurer, Secretary

Date

11/7/25

**EXHIBIT G**

**CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

**PROPOSAL NUMBER: 25-0644-RFP**

**PROPOSAL TITLE: Disaster Debris Collection and Removal 2025-2030**

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

**Equal Employment Opportunity (As per Executive Order 11246):** During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract 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.

**Davis-Bacon Act as amended (40 U.S.C. 3141-3148):** When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Rights to Inventions Made Under a Contract or Agreement:** If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will 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. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. 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 must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.

**Conflict of Interest [2 CFR §200.112]:** The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures [2 CFR §200.113]:** The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

**Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]:** The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]:** The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]:** If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

**Procurement of Recovered Materials [2 CFR §200.322]:** CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]:** The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

**Domestic preferences for procurements. [2 CFR § 200.322]:**

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

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## Exhibit H

## DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)**

Approved by OMB

0348-0046

## PRINT

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit 1**  
**FEMA GRANT FUNDING CONDITIONS**

**PROPOSAL NUMBER: 24-0644-RFP**

**PROPOSAL TITLE: Disaster Debris Collection and Removal 2025-2030**

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;
    - ii. and selection for training, including apprenticeship. The contractor agrees to
    - iii. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
    - iv. nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees
    - i. placed by or on behalf of the contractor, state that all qualified applicants will
    - ii. receive consideration for employment without regard to race, color, religion,
    - iii. sex, sexual orientation, gender identity, or national origin.
  - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
  - i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
  - ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
  - iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**3. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
11. **Statutorily or administratively imposed SLTT geographic preferences:** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

**12. Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

- (a) **Definitions.**

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) **Prohibitions.**
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) **Exceptions.**
  - (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
    - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
    - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**(d) Reporting requirement.**

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

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(e) Subcontracts.**

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

Effective January 1, 2026, section 252.505, Florida Statutes, is created to read:

**252.505 Breach of contract during emergency recovery periods for natural emergencies.—**Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, 1094 which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.