

AGREEMENT

23-0400-RFP

Red Tide Generated Marine Life Collection and Disposal

This Agreement (the “agreement” or “contract”), 23-0400-RFP Red Tide Generated Marine Life Collection and Disposal, 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” or “Custodian”) (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 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Conditions attached hereto as Exhibit C
 - d. Solicitation Section 5, titled Insurance Requirements attached hereto as Exhibit D
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached hereto as Exhibit E
 - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached hereto as Exhibit F
 - g. Exhibit G titled Contract Provisions For Contracts Under Federal Awards
 - h. Exhibit H titled Disclosure Of Lobbying Activities
 - i. Exhibit I titled Additional Contract Provision For Contracts Under The U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program
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 60 months from the Effective Date. The Agreement may be extended subject to written notice of agreement from the COUNTY and CONTRACTOR, for one (1) additional two-year extension term beyond the primary contract period.
2. Price Adjustments
 1. Initial Term
 1. Unit prices are adjustable 24 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 CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.
 2. 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.
 2. Term Extension
 1. Term extensions will allow for price adjustments (Decrease/Increase) 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 Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension.
 2. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period will not be considered. County has the right to request pricing decreases at any time.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposal in Exhibit F. Notwithstanding the above, County expenditures under the Agreement will not exceed \$5,000,000.00 for the contract term without a written amendment to this Agreement.
2. As total compensation for the services, the County shall pay the sums as provided in this section ("Expenditures Cap"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by the Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement. In no event will the Service Fee paid exceed the not-to-exceed sums set out above, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment section of this Agreement.

D. Modifications to the Pinellas County Standard Terms and Conditions

1. The following provisions of the Pinellas County Standard Terms and Conditions are amended as follows. Except as expressly provided in this Section, the terms of the documents composing the Agreement remain in full force and effect:
 - a. Section 12 ("PAYMENT & FISCAL OBLIGATIONS"), subsection A ("Fiscal Non-funding"), is hereby amended as follows:

"A. Fiscal Non-Funding

1. The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

2. Approval and execution of the contract does not obligate the County to spend funds. The County's obligation under this contract is contingent upon issuance of a purchase order ("PO") and approval of each county Fiscal Year Budget ("Time of Obligation"). No legal liability on the part of the County for any payment may arise until after the Time of Obligation. County cumulative obligations within each area of budgetary control must be monitored by the Office of Management and Budget and adhere to the approved budget at the Time of Obligation."

E. 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:

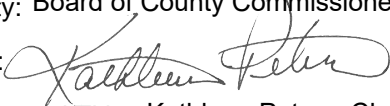


Print Name and Title: Kristy Fuentes, VP, Secretary, Treasurer

Date: 1/26/2024

For County: Board of County Commissioners

Signature:



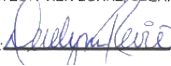
Print Name and Title: Kathleen Peters, Chair

Date: February 20, 2024.



ATTEST: KEN BURKE, CLERK

By:



APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT C

Solicitation #23-0400-RFP

Title: Red Tide Generated Marine Life Collection and Disposal

4. SPECIAL TERMS & CONDITIONS

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Red Tide Generated Marine Life Collection and Disposal 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 5 years with unit prices adjustable at 24 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 CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, 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.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for 1 additional 2 year extension(s) beyond the primary contract period. Term extensions

will allow for price adjustments (Decrease/Increase) 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 Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

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 Contractor shall maintain the ability to obtain Performance and Payment bonds for the life of the contract. Concurrently with an assessment of the damage immediately following a disaster event, the County, in consultation with the Contractor, shall determine the Contractor's scope of work or tasks to be performed as a result of the disaster event, and an estimated dollar value of the work for the event, based up on the best data available at that time. The initial Task Order issued by the County for each specific event shall require the Contractor to provide the appropriate size Performance and Payment Bonds, each equal in sum to the estimated dollar value of the work. The Contractor agrees within five (5) calendar days after determination of the estimated dollar value of the work to execute the bonds acceptable to the County. The cost of the bonds is to be included in the unit rates in the Pricing Proposal.
3. The performance guarantee must be in the form of:
 - a. A performance bond; or
 - b. An irrevocable letter of credit.

EXHIBIT D

Solicitation #23-0400-RFP

Title: Red Tide Generated Marine Life Collection and Disposal

5. 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 Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County 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 and to CTrax c/o JDi Data at 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. 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. WATERCRAFT LIABILITY INSURANCE

Watercraft liability is required if Excess or Umbrella Policy does not provide Watercraft Liability coverage.

- A. Limits
 - 1. Each Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 1,000,000

5.8. PROPERTY INSURANCE

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

EXHIBIT E

Solicitation #23-0400-RFP

Title: Red Tide Generated Marine Life Collection and Disposal

6. SCOPE OF WORK / SPECIFICATIONS

6.1. Objective

In an effort to ensure public health and safety at public beaches and waterways, the County desires to establish a contract with a qualified contractor(s) for collection, removal, and disposal of deceased marine life produced by red tide.

The selected Contractor(s) would be expected to scale or adjust operations based on the event, to range from small, targeted responses to larger county-wide operational events.

6.2. Background

The County has 274 square miles of land and 588 miles of shoreline including 35 miles of coastal beaches. The Pinellas County Red Tide Plan includes considerations for collection, removal, and disposal of deceased marine life generated by a red tide event that impacts Pinellas County. The plan was developed to provide timely and coordinated operations using a combination of County and Contractor resources.

The primary collection and disposal of red tide generated deceased marine life will be from the Gulf of Mexico, Tampa Bay waters, the Intracoastal Waterway (ICW) and associated canals and waterways to prevent onshore wash-up. This will include public waterways, public beaches, and other public property in and around the geographic boundary of Pinellas County, including all municipalities. Private property and marinas are not included, and the parcel owners shall be responsible for collection and removal of any deceased marine life.

6.3. Special Requirements

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.

6.4. General

Contractor shall become familiar with the marine geography of Pinellas County to effectively stage personnel and equipment.

All deceased marine life which comes ashore, will be collected and removed by machine beach rake, hand removal, or by other means approved by Pinellas County Public Works.

There is no guarantee of minimum or maximum amounts per contract item.

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, labor, equipment, etc.).

The prime contractor must have, at a minimum, a project manager, and an administrative staff member, for documentation and tracking onsite during operations if utilizing a subcontractor for the work.

6.5. PREPARTION AND MOBILIZATION

Contractor must be able to mobilize operations for red tide cleanup, based on need and priority, as determined by the County.

Contractor may be requested to provide technical guidance and consultation prior to, during, and after the red tide event.

When red tide impacts Pinellas County:

Pinellas County will issue a Notice to Proceed (NTP) to the Contractor. The NTP establishes the lines of communication between the Contractor's representatives and Pinellas County and notifies Contractor that they should send a Project Manager (PM) to Pinellas County within 24 hours to begin planning and mobilization.

Pinellas County will then issue the first Task Order and Purchase Order authorizing the Contractor to begin mobilizing personnel and equipment necessary to perform the work. 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 within the first 24 hours following the red tide occurrence.

6.6. LOADING AND HAULING OPERATIONS

All personnel involved with fish disposal and hauling operations must be licensed and/or certified to operate required equipment.

This operation is specific to the recovery and removal of all deceased marine life from offshore, near shore, and beaches to temporary offloading sites and/or then to a final disposal site, as directed by the County representative.

Contractor will provide all equipment and vessels, including experienced personnel, standard equipment and accessories using the most cost effective and current technology. In all operations, appropriate personal protective equipment will be utilized. All equipment on the beaches must utilize non-hazardous hydraulic fluid, should a line or pump fail or otherwise leak.

Fish removal from waterways must take precedence before it can impact beaches. However, if fish kill is also present onshore, both tasks may be performed simultaneously. The use of local commercial fisherman, for collection is highly encouraged. Deceased marine life shall be removed, handled, transported, and disposed of in accordance with best practices, and all applicable federal, state, and local laws and codes. Shrimp boats and skimmers must be deployed for offshore and open waterways. Smaller vessels with dip nets must be used in and around docks and piers. Contractor and/or subcontractor personnel must not enter a private property or a dock for removal purposes.

Traditional oil booms will be used behind boats in areas with large wrack lines of fish to facilitate central collection.

Barges will be staged close to boats to offload debris.

Minimal intrusion and presence shall occur during beach cleanup using all safety protocols.

No staging of large equipment shall occur on the beaches.

Tractor(s) shall tow specialized beach rakes along the beaches using tow behind beach rakes specifically designed for removing biological debris.

A front-end loader shall accompany the beach rake to move the debris from the beach rake hopper to the designated dumpster.

Dumpsters will be placed as far from the public as possible to minimize odor and citizen complaints.

Dumpsters will be emptied at a minimum of once daily or when filled to manageable capacity, whichever comes first.

Contractor personnel must report sightings of stranded turtles, marine mammals, and distressed or dead birds to County staff who will, in turn, report to the appropriate State or Federal agency.

All rules and laws pertaining to nesting sea turtles must be adhered to.

All protected species collected must be reported to County staff and disposed of, in accordance with all applicable laws.

All collection operations must occur during daylight hours.

Hand rakes and manual collection will be used in areas of light debris.

EXHIBIT F

PRICE TABLES

LABOR			
Line Item	Description	UOM	Rate
1	Project Manager	Hourly	\$110.00
2	Supervisor w/ vehicle	Hourly	\$100.00
3	Captain with USCG License	Hourly	\$150.00
4	Deck Hand	Hourly	\$110.00
5	Marine Operator	Hourly	\$150.00
6	Admin Assistant	Hourly	\$50.00
7	Heavy Equipment Operator	Hourly	\$85.00
8	Laborer	Hourly	\$65.00
9	Hazmat Worker	Hourly	\$130.00
10	Mechanic w/ truck and tools	Hourly	\$250.00

EQUIPMENT

Line Item	Description	Unit of Measure	Rate
1	< 14' Work Boat	Hourly	\$375.00
2	> 14' Work Boat	Hourly	\$575.00
3	Offshore Shrimp Boat > 30'	Hourly	\$545.00
4	Inshore Shrimp Boat < 30'	Hourly	\$495.00
5	Skimmer Boat	Hourly	\$460.00
6	Beach Rake with Tractor	Hourly	\$340.00
7	Boom	Per Foot daily	\$12.00
8	Barge 12 X 40	Day	\$1,495.00
9	Roll Off Dumpsters	Day	\$250.00
10	Dumpster Liner	Each	\$225.00
11	ATV	Hourly	\$100.00
12	Loader 2 yard	Hourly	\$235.00
13	Pick Up Truck 1\2 ton	Hourly	\$50.00
14	Office Trailer	Day	\$650.00
15	Hand Tools per employee	Day	\$75.00
16	Long Arm Fork Lift	Hourly	\$195.00
17	Response Trailer	Day	\$650.00
18	Generator	Day	\$350.00
19	Rain Suit	Each	\$45.00
20	PVC Boots	Pair	\$50.00
21	Work Gloves	Pair	\$15.00
22	N-95 Mask	Each	\$12.50
23	Safety Glasses	Each	\$30.00
24	1/2 Face Respirator w/charcoal filter	Each	\$55.00
25	Roll Off Haul Rate	Each	\$355.00

EXHIBIT G
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID OR PROPOSAL NUMBER: 23-0400-RFP
BID OR PROPOSAL TITLE: Red Tide Generated Marine Life Collection and Disposal

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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input checked="" type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:

Prime SubAwardee Tier if known:

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
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10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** Signature:**

***Name:** Prefix * First Name Middle Name

* Last Name Suffix

Title: **Telephone No.:** **Date:**

EXHIBIT I
ADDITIONAL CONTRACT PROVISION FOR CONTRACTS UNDER THE U.S. DEPARTMENT
OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) PUBLIC ASSISTANCE (PA) PROGRAM

BID OR PROPOSAL NUMBER: 23-0400-RFP
BID OR PROPOSAL TITLE: Red Tide Generated Marine Life Collections and Disposal

1. **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.