

SERVICES AGREEMENT

September, 2017

THIS SERVICES AGREEMENT ("Agreement") is made as of this 7 day of _____, 2017 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Thompson Consulting Services, LLC, 1135 Townpark Avenue, Suite 2101, Lake Mary, FL ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 167-0024-P(JA) ("RFP") for Disaster Debris Monitoring and Management services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Definitions.**

A. "Agreement" means this Agreement, including all Exhibits and attachments, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

A. **Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Director of Public Works or designee.

C. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. **Initial Term.** The term of this Agreement shall commence on October 1, 2017, and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. **Term Extension.** The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. **Compensation and Method of Payment.**

A. **Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event

will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. Fees. The fee for services to be performed under this Agreement shall not exceed \$247,060.00 and shall be payable at the hourly rates set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Unit prices are adjustable at twenty-four (24) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed to the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the twelve (12) months prior.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two

(2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation,

including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed

trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. 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 shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Director of Public Works or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Thompson Consulting Services, LLC. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment. This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Sean Hannigan
Public Works Department
22211 US Highway 19 North
Clearwater, FL 33765

For Contractor:

Attn: Mr. Jon Hoyle, President
Thompson Consulting Services, LLC
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non*

conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA
By and through its
County Administrator



Thompson Consulting
Services, LLC




By
Mark S. Woodard

By: _____
Signature

Print Name

APPROVED AS TO FORM

By: 

Office of the County Attorney

**ATTACHMENT A
GRANT FUNDING CONDITIONS
167-0024-P(JA)
Disaster Debris Monitoring and Management**

Contractor shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements (See Attachment B):** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE) (Attachment B):** 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. 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

6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). 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 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.

8. **Copeland Anti Kick Back Act:** Contractors shall 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.
9. **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.
10. **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).
11. **Debarment and Suspension (See Attachment B) (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **The bidder shall certify compliance as per Attachment B**
12. **Byrd Anti-Lobbying Amendment (See attachment B) (31 U.S.C. 1352):** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier 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. **The bidder shall certify compliance as per Attachment B**
13. **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 recipient or subrecipient wishes to enter 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 recipient or subrecipient 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
14. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.
15. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.

**Federal Emergency Management Agency (FEMA) Requirements
GRANT FUNDING CONDITIONS
167-0200-P(JA)
Disaster Debris Monitoring and Management**

This solicitation could be funded or partially funded by FEMA grant funding. Bidders shall comply with the clauses as enumerated below.

16. Access to Records:

(1) The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

17. Department of Homeland Security Seal, Logo and Flags: The contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

18. Compliance with Federal Law, Regulations, and Executive Orders: This is in acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

19. 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.

20. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

EXHIBIT A

STATEMENT OF WORK

1. OVERVIEW

- a. There is no guarantee of minimum or maximum amounts per contract item.
- b. No adjustments to bid prices will be considered due to the increases or decreases in estimated quantities.
- c. No adjustments to bid prices due to variable costs of goods/services will be considered during the period of this contract (i.e., cost of fuel, etc.)

The amount of debris removed during a disaster event and monitored under this contract will be dependent upon the size and severity of the emergency. However, the classifications of debris that could occur are described under Eligible Debris.

Pinellas County will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination. The DMC will be the primary point of contact for the Contractor(s) and will resolve contract administration issue and disputes.

2. PREPARATION AND MOBILIZATION

The Contractor must communicate with the DM annually to discuss any special considerations required by Pinellas County 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 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 if they should send a Project Manager (PM) to Pinellas County within twelve (12) to twenty-four (24) hours, as specified in the NTP to begin planning and mobilization. The PM must be an employee of the Contractor.
- b. 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.
- c. The Contractor should anticipate receiving the Task Order from Pinellas County within the first twenty-four (24) hours following landfall of an eligible hurricane or occurrence of other disaster. Contractor shall be prepared to provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris-loading sites and four (4) debris management sites along with associated roving debris monitors, field supervisors and clerical staff. The exact number of personnel to be used to begin monitoring operations will be negotiated between the Project Manager and the Debris Manager and will be indicated on the Task Order. Contractor will be required to increase or decrease its staffing as requested by the DM depending upon the severity of the debris-generating event. At the discretion of the DM, Contractor may be required to replace any assigned debris monitor.

3. CONTRACTOR'S RESPONSIBILITIES**a. General Operations**

- (1) Contractor is to provide continuous service for a not-to-exceed fee (to be negotiated based on the event) and for the period specified in the NTP task order. A mutual not-to-exceed fee will be negotiated for each operation based on the all-inclusive hourly rates proposed in Section C, Fee Schedule herein. Proper must provide at least seven (7) calendar day notice to the County as costs approach this limit. If these services be required for a longer period, Contractor shall be prepared and submit a proposal for additional costs consistent with the rates in the Bid Submittal. A revised cost will be negotiated and a new Task Order will be issued. Contractor is responsible for tracking all of the contract costs and adhering to the "not to exceed" limit as defined by the Task Order.

Work Schedule/Hours

- Work is to be performed seven (7) days per week, including holidays as approved by the DM.
- 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.

- Pinellas County reserves the right to extend or reduce the hours and days of operation during the contract period.
 - The DM will establish the work hours and develop schedules.
 - Contractor must comply with 40 U.S.C. §3702 and 3704 as supplemented by Department of Labor Regulations, as applicable.
 - Contractor must comply with 29 C.F.R. §5.5(b) regarding Contract Work Hours and Safety Standards Act.
- (2) Contractor will mobilize a staff of sufficient size to adequately monitor and document debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion. Contractor is responsible for providing sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.
 - (3) Contractor's personnel shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.
 - (4) Contractor is to supervise and direct the work, using qualified labor and proper equipment for all tasks. Contractor will pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractor must attend all meetings required by the DM to evaluate the performance of all monitors or to discuss any open contract issues.
 - Contractor will provide all debris monitors with the means to communicate (cell phone, radio, etc.) with their supervisor or the DMC as may be necessary. Contractor's supervisory staff is responsible for resolving issues with truck drivers and other Contractor personnel.
 - Contractor is to provide temporary office space and temporary sanitary facilities for their personnel, as necessary.
 - Contractor must provide all debris monitors with appropriate personal protective equipment in accordance with OSHA requirements, to include but not be limited to: eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all federal, state and local requirements. The County has the right, but not the obligation, to require or inspect PPE of any workers performing work under this contract.
 - Contractor must provide RDMs with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.
 - (5) Contractor is responsible, at no additional cost to the County, for correcting any notices of violations issued as a result of their, or any subcontractor's, actions or operations during the performance of this contract. Corrections for any such violations shall be no additional cost to the County.
 - (6) Contractor is responsible, at no additional cost to the County, for paying any and all costs associated with violations of law or regulation relative to Contractor's activities.
 - (7) Contractor shall provide disaster debris monitoring services in a good, workmanlike manner in accordance with accepted debris management industry practices.
 - (8) Contractor shall comply with all federal, state, and local safety and health requirements.
 - (9) Contractor shall guarantee that they and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
 - (10) Contractor shall 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.

b. Safety

- (1) Safety of the Contractor's personnel and equipment is the responsibility of the Contractor.
- (2) Contractor will immediately remove from service all unsafe, malfunctioning equipment
- (3) 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.
- (4) All Contractor personnel must wear required safety equipment whenever on a DMS, including but not limited to the following: Hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection and respiratory equipment as required.
- (5) Contractor will maintain a telephonic contact list at DMS including Contractor's supervisor, DM, DMC and nearest fire, police, and emergency medical facilities.

c. Conduct of Operations

Contractor is to provide:

(1) Personnel

- 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 through submission of certification to the County that the U.S. Department of Homeless Security's E-verify was used to confirm employment, if requested.
- Contractor is to be knowledgeable of the FEMA Public Assistance Program and the FHWA Emergency Relief Program as it relates to debris management.
- Contractor must supply competent and capable employees who must be issued, and wear, proper identification.
- Contractor must provide at least one multi-lingual speaking field supervisor, if non-English speaking personnel are employed to monitor the removal of disaster-related debris and monitor 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 or sub-contractor under its direction and not an employee or agent of Pinellas County.
- Pinellas County reserves the right to approve all sub-contractors.
- Pinellas County reserves the right to require the removal of an employee working for the Contractor with or without cause.
- The Contractor will provide Pinellas County with a list of all sub-contractors working under this contract, including phone numbers of contract personnel.
- Prior to Pinellas County assigning work, the Contractor must provide Pinellas County with an affidavit stating there is a signed contract between the Contractor and each sub-contractor.

4. **CONTRACT SERVICES** have been organized into four (4) separate tasks:

TASK 1 – LOADING SITE MONITORING SERVICES

TASK 2 - DEBRIS MANAGEMENT SITE MONITORING SERVICES

TASK 3 – ROVING DEBRIS MONITORING SERVICES

TASK 4 – DEBRIS MANAGEMENT CONSULTING SERVICES

a. Loading Site Monitoring (LSM) Services

(1) The primary function of the Loading Site Monitors is to issue debris load tickets for Eligible Debris cleared and removed at locations within Pinellas County designated by the DMC in coordination with the Debris Removal Contractor.

(2) The LSMs must be knowledgeable of FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

(3) Contractor shall, within twenty-four (24) hours of receiving the NTP, be prepared to provide qualified onsite personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout Pinellas County. Additional sites may be added or removed as debris removal efforts dictate. Each loading site will operate, at a minimum, twelve (12) hours per day, seven (7) days per week. Exact number and location of loading sites will be determined by DM in coordination with the Debris Removal Contractor.

- (4) Contractor may have LSMs stationed at designated "control points" chosen by the DM the day before beginning the work. The control points must be kept to a minimum and be located at a safe site along the primary haul road to the designated DMS. The Contractor must be prepared to provide a minimum of two LSMs to be stationed at each control point. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and, at a minimum, must contain either a street address, the nearest intersection, or GPS coordinates to be valid. The volume of debris hauled will be estimated at the DMS by the DMSM.
 - (5) Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, GPS, computers, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of Eligible Debris from public roadways, public rights-of-way, and public property within Pinellas County.
 - (6) Contractor must provide a minimum of two LSMs per site per day at a minimum of a twelve (12) hour shifts. Contractor must provide personnel with transportation to and from the loading site(s) and all logistical support.
 - (7) All LSMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
 - (8) All Load Site Monitors must have similar monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections
 - (9) LSMs must be capable of working in an outside environment in adverse conditions, and be able to climb a staircase ladder of ten (10) feet high.
 - (10) Ensuring freon-containing appliances are sorted and ready for freon removal.
 - (11) Performing pre-work inspection to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
 - (12) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc. should it occur, with photographs.
 - (13) Ensuring loads are contained properly before leaving the loading area.
 - (14) Ensuring only **Eligible Debris** is collected for loading and hauling.
- b. Debris Management Site Monitoring Services
- (1) The primary function of the Debris Management Site Monitors (DMSMs) is to ensure:
 - all haul trucks and trailers are properly measured and certified prior to being used to haul **Eligible Debris**
 - complete the load ticket and estimate volumes that have been transported to the debris management site for processing
 - oversight of storage, and disposal
 - ensure only **Eligible Debris** is accepted at the Debris Management Site (DMS)
 - ensure all trucks and trailers leaving the DMS are completely empty.
 - (2) The DMSMs must be knowledgeable with FEMA eligibility requirements associated with debris removal from public roads, public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)
 - (3) Contractor must provide DMSMs with transportation to and from the debris management sites, mobile communications equipment necessary to remain in contact with their supervisor and Debris

Management Center at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

- (4) DMSMs must speak English, be capable of working in an outside environment in adverse conditions, and be able to climb a staircase ladder of ten (10) feet high.
- (5) DMSMs must be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States. DMSMs must have previous monitoring or inspections experience in at least one of the following job categories:
 - Entry level engineer
 - Construction inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

c. Roving Debris Monitoring Services

- (1) The primary function of the Roving Debris Monitors (RDMs) is to verify that only **Eligible Debris** is being removed from designated public roads, public rights-of-way and public property within assigned debris pickup zones. The RDMs are to provide oversight of all debris removal and disposal operations provided by the Debris Removal Contractor.
- (2) The Contractor's RDMs are representatives of the County's Debris Manager in the field; therefore, RDM observations and reports must be backed up with digital photographs, GPS documentation, log documentation, and video as necessary.
- (3) RDMs expected to make multiple visits to all loading sites and debris management sites on a random daily basis.
- (4) Contractor shall provide at least one RDM for each debris pickup zone to monitor and verify **Eligible Debris** removal from designated public roads within the debris pickup zone. The RDMs must be prepared to operate minimum of twelve (12) hours per day, seven (7) days per week.
- (5) All RDMs must speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.
- (6) All RDMs must have monitoring or inspection experience in at least one of the following:
 - Entry level engineer
 - Construction Inspector
 - Entry level surveyor
 - Solid waste site operations
 - Land clearing operations
 - Solid waste collections

The RDMs must be familiar with FEMA eligibility requirements associated with debris removal from public ROW's, public property, and private property. Information on FEMA requirements for Debris Monitoring can be found at the following website:

[https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL\(2\).pdf](https://www.fema.gov/media-library-data/1496435662672-d79ba9e1edb16e60b51634af00f490ae/2017_PAPPG_2.0_508_FINAL(2).pdf)

d. Debris Management Consulting Services

- (1) Contractor will provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center (DMC). The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal; an emphasis and coordination of post debris causing event recovery and FEMA reimbursement guidelines is required.
- (2) The Consultant shall report to the DM. The Consultant shall perform work as assigned, which may include but not be limited to:
 - review of plans and procedures
 - drafting task orders
 - work plans and reports
 - audit of Debris Removal Contractor efforts and operations
 - development of information for public dissemination on debris removal
 - reduction and disposal

- other duties of similar nature
- (3) The DM will issue a task order to mobilize the Contractor to provide the Consultant. The Consultant shall be available onsite at the DMC for a minimum of two (2) weeks following mobilization. The DM will establish the service requirements and length of time those services are needed based on needs of the County.

5. **DATA MANAGEMENT AND DOCUMENTATION**

The Contractor must ensure that all necessary documentation is provided as follows:

- a. Ensure all **Eligible Debris** removal operations activities are documented and tracked specific to the FEMA Public Assistance and/or the FHWA Emergency Relief Program and as required by the County.
- b. Documentation of the number of crews and types of equipment utilized, actual hours of operations and locations of work performed during the time and material phase of operations.
- c. GIS mapping data updates and digitized reports. GIS layers will be provided by the Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data shall be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
- d. Data exports shall be a minimum SQL server version 2008 or Oracle version 11g.
- e. Scanned documents shall be legible and at a minimum be of 30 dip and in jpg, TIFF or PDF format.
- f. Completion of truck certifications, equipment certifications and establishment of QA/QC program throughout the life of the project.
- g. Load tickets documenting the Eligible Debris removal, reductions and/or disposal activities.
- h. If requested by the County, the Contractor shall be prepared to document eligible hazardous stump removal, hangers, leaners, or tree removal which includes, photos GPS coordinates, street or milepost identifier, and/or other information as available and applicable.
- i. Environmental authorizations and/or permits as applicable.
- j. Daily electronic spreadsheet summaries of the cubic yards/tons collected by the collection crews.
- k. Ensure all submitted invoices have the appropriate and required documentation attached to them.
- l. Review and validate debris removal contractor(s) invoices prior to submission to the County for payment. Provide digitized documentation along with source documentation (i.e. load tickets, tipping fees, supplies) with each invoice and supply to the County.

Load Tickets

- (1) The following Load Ticket is meant to be an example only for the purpose of this RFP. The actual Load Tickets used may vary slightly but will have representative information. Each load of **Eligible Debris** shall be tracked using a multi-page load ticket similar to the one shown below. If an automated debris management system is utilized, it must be a secure platform designed to prevent fraudulent activity and must contain all necessary information to ensure both FEMA and FHWA reimbursement requirements are met.

PINELLAS COUNTY FLORIDA	
DISASTER DEBRIS LOAD TICKET	
No. 123456	
Contractor	
Subcontractor	
Truck #	Max. Load Capacity
CY	
Loading Site: (Street or Intersection, City, County)	
Unincorporated	<input type="checkbox"/> Yes <input type="checkbox"/> No
Municipality	
Federal Aid Road	<input type="checkbox"/> Yes <input type="checkbox"/> No
Load Classification: (Check One)	
<input type="checkbox"/> Vegetative/Woody <input type="checkbox"/> E & D	
<input type="checkbox"/> Mixed <input type="checkbox"/> Hazardous/Toxic	
<input type="checkbox"/> White Goods <input type="checkbox"/> HW	
<input type="checkbox"/> Animal Carcasses <input type="checkbox"/> Other (Explain)	
Drivers Name (print)	ID #

Loading Site Departure Time:	Odometer:
Loading Site Monitor Signature:	ID #
Disposal Site Location:	
Disposal Site Arrival Time:	Odometer:
Maximum Load Capacity X % Loaded = Vol. Hauled CY	
(CY) X	% = (CY) Total
Disposal Site Monitor: (signature)	ID #
Contract Disposal Site Monitor (signature)	ID #
Notes:	
White – Agency, Canary & Blue – Contractor, Pink – Subcontractor, Green – Driver, Gold – Loading Site	

- (2) The LSM is responsible for completing the sections highlighted in green on the load ticket as shown. The LSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The LSM will maintain a log that contains the information required in Section 6.b of this Scope of Work.
- (3) The DMSM is responsible for completing the sections highlighted in yellow on the load ticket as shown. The DMSM will verify that all required information was completed by the LSM. After verifying that information is complete, the tower inspection from the inspection tower will estimate the volume of debris contained in the truck or trailer in cubic yards. Each truck or trailer will have the measured size in cubic yards recorded on a placard on the side of the truck or trailer. That number should be validated with the volume stated on the Load Ticket.
- (4) The DMSM will indicate the location of the debris management site, arrival time of the truck, and estimate the volume of material contained within the bed of the truck or trailer. The estimated volume will be recorded on the load ticket in the Estimated Debris Volume block and the DMSM will print his/her name and sign in the designated block. The DMSM will retain one copy of the load ticket and give the remaining copies to the truck driver. The DMSM copy will be turned into a supervisor at the end of each day. The DMSM will maintain a log that contains the information required in Section 6.d of this Scope of Work.

These are controlled forms and must not be duplicated.

The original load ticket must be presented for payment.

6. Reporting

- a. The DSMS will ensure that the load tickets and log are submitted to the DMC not later than 9 a.m. of the following day with a report detailing progress, in a format designated by the County.
- b. The LSMs will maintain a log that contains the following information:
 - Debris "Control Point" or loading site location(s)
 - Loading Site Monitors' Name
 - LSM Supervisor's Name
 - Number of Load Tickets issued during the shift
 - Starting load ticket number
 - Ending load ticket number
 - Any problems encountered or anticipated
- c. The LSMs will turn in their copy of the load ticket to their Supervisors at the end of each shift. Supervisor will ensure that the load tickets and log are submitted to the DMC no later than 9 a.m. the following day.
- d. The Debris Management Site Monitors will maintain a log that contains the following information:
 - Debris management site location(s)
 - Debris Management Site Monitors' Name
 - DMSM's Supervisor's Name
 - Truck/trailer number and volume of debris hauled into the site

- Cumulative total of debris delivered at the site during the shift
- Any problems encountered or anticipated
- e. The RDMs will be responsible for completing the Debris Loading Site Monitoring Checklist provided by the DMC. This report is to be submitted to immediate supervisor on a daily basis.
- f. The RDMs will report any serious or safety-related discrepancies observed to their supervisor. Supervisor will keep DM informed of situations that impact the execution of the debris removal contract.
- g. The supervisor will collect all written reports and provide them to the DMC by 9 a.m. the following day.

i. Payment:

- Payment for work completed will be based on verified hours of work from daily logs.
- All invoices must be accompanied with a daily log recording the following information for each laborer:
 - Location of work performed
 - Description of work performed
 - Name of employee/laborer
 - Job title
 - Hours worked
 - Hourly rate
 - Total Hours
 - Total Cost
- Billing rates for all labor used under this contract will be paid at the rate indicated in the Fee Schedule.
- All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment costs, overhead and profits; per diem and fuel is to be included in hourly labor rates.

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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 RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

EXHIBIT B

INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer 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 Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) 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; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer 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.
- h) 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. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (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 Contractor.
- (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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

EXHIBIT B

INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) 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:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(1) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

(2) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer 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 Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

EXHIBIT B

INSURANCE REQUIREMENTS

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

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract. No exclusion allowed for pollution liability.

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

FEE SCHEDULE: Prices MUST be all-inclusive as defined in the scope of work.

LABOR RATES: All labor rates are to be fully burdened to be all-inclusive of all taxes, benefits, fringe benefits, overhead and profits, insurance, hand tools, supervision, fuel, and any other incidental costs (excluding lodging, meals, and transportation) in hourly labor rates.

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.	Project Manager	220 Hours	\$ 55.00
2.	Debris Monitor Supervisor	660 Hours	\$ 44.00
3.	Loading Site Monitor	4400 Hours	\$ 34.00
4.	Debris Management Site Monitor	220 Hours	\$ 28.00
5.	Roving Debris Monitor	1100 Hours	\$ 26.00
6.	Debris Management Consultant	100 Hours	\$ 55.00
7.	Tower Monitor	220 Hours	\$ 34.00
8.	Clerical / Administrative Support	660 Hours	\$ 13.00
TOTAL (Items 1 – 8):			\$ 289.00

The above hours are not intended to represent the actual contract amount, but are an estimated amount for a 5-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resulting contract.

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.