



PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: APRIL 10, 2026

RE: ADDENDUM #6, RFP NO. 20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTION/ANSWERS:

Q1: Would the County consider updating the pricing for Disaster Debris Management Site (DDMS) Operation to per Cubic Yard (CY) instead of Lump Sum (items 7a and 7b)? CY is industry standard for this pricing as the amount for this unit will vary greatly depending on the size and magnitude of the event causing activation.

A1: On page 36, Part F. Items 7a and 7b, please strikethrough unit of measure "Lump Sum" and change unit of measure to "Cubic Yard".

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20260323. Firms are required to acknowledge receipt of this addendum on their proposal forms.

A handwritten signature in black ink, appearing to read "Kimberly A. Corbett".

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File



PURCHASING DIVISION

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18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
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TO: PROSPECTIVE PROPOSERS

DATE: APRIL 7, 2026

RE: ADDENDUM #5, RFP NO. 20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTION/ANSWERS:

Q1: Line item 1a and 1b say "Remove debris from ROW and haul to DDMS or final disposal." - costs for hauling to a DMS are much different than hauling directly to final disposal due to wait times and other factors. Could the county separate line items for hauling to DMS and hauling to final disposal?

A1: The most cost-effective location should be utilized by the contractor. In certain circumstances, the most economical location could be a final disposal site.

Q2: For line item 1b - what scenario would the County expect to utilize hand-loading for ROW debris?

A2: Hand-loading could be expected or needed in areas such as the County's barrier islands.

Q3: For line item 7b, if a contractor selects and provides a DDMS site, would both line items 7a and 7b be charged, or would it just be line item 7b?

A3: Both line items 7a and 7b would be applicable at the lump sum cost per DDMS.

Q4: What is the difference between line items 8a and 8g? They appear to be the same. There appears to be a similar issue between 8d and 8j.

A4: These were inadvertently duplicated. Please ~~strikethrough~~ Items 8g and 8j, which are the duplicates.

Q5: Pricing Category 8, Final Disposal Mileage

a. **Category 8 (Final Disposal) includes multiple load-and-transport line items but does not specify mileage ranges from the DDMS to the final disposal facility. Given that final disposal site locations may vary significantly in distance, would the County consider adding mileage-based pricing tiers to Category 8-line items? For example:**

- 0–30 miles
- 31–60 miles
- 61–90 miles

Mileage-based tiers would allow the County to evaluate haul pricing on an equitable basis and ensure unit rates accurately reflect actual transport costs regardless of disposal site location

A5: No, all currently pre-authorized DDMS are less than 31 miles from the Charlotte County Landfill and other previously utilized final disposal locations.

Q6: Regarding the evaluation of the Pricing, does Charlotte County intend on adding up all unit price line items to get a total figure to compare against other proposers or will there be estimated quantities assigned to calculate a total extended price?

A6: No.

Q7: If quantities are going to be assigned, what will they be?

A7: N/A

Q8: Regarding the evaluation of the hourly pricing, how does Charlotte County intend on weighing the hourly line items?

A8: Part F will be used to evaluate the price proposals.

Q9: Can Charlotte County explain the exact methodology evaluators are required to use to determine which price proposal will receive the Maximum Points as it is not clearly specified in the RFP specifications?

A9: The Professional Services Committee will evaluate line item pricing of each proposer to comparison of all proposals submitted.

Q10: Regarding Line Item 3i – Fluid collection/management from vessels/vehicles, considering the amounts of fluids vary greatly between a standard vehicle and a 25'+ vessel, would the County consider adjusting the unit of measure from each to per gallon?

A10: The price proposal sheet can be amended from “each” to Per Drum (55 gal). Please strikethrough “each”, on Item Item 3i, and correct to “Per Drum (55 gal)”.

Q11: Regarding line item 9h – Beach Raking – would the County consider adjusting Description from beach raking to the collection of debris generated through beach raking? The reason we ask is that it is impossible to know, even post events, how much the raking operation will generate, so the cost of the raking is usually done through utilizing the hourly equipment schedule rates.

A11: No, per section 6.11, the Contractor is required to complete an assessment of the volume of disaster generated debris to include estimated quantity by cubic yard. Section 4.1 requires the Contractor to provide necessary equipment to rapidly remove and lawfully dispose of all disaster related debris. Due to these requirements, the Contractor should understand the appropriate response level to address beach raking at the time of activation.

Q12: Regarding Part 3 – Waterway Debris Removal, would the County consider revising the pricing structure to separate debris removal into two categories: (1) land-based debris removal (including vegetative, C&D, and mixed debris) and (2) marine debris removal?

A12: Section 11.2 states: “Waterway debris that is accessible from roadways and/or maintained ROW using traditional collection methods will be considered ROW collection and will not be eligible waterway debris removal pricing.”

Q13: The previous Q&A indicated that prices proposed will remain for the duration of contract. Firm fixed pricing over a five-year term places a significant financial risk on proposers, particularly given current market volatility. For example, fuel costs in Florida have exceeded \$4.00 per gallon, illustrating the unpredictability of operating expenses. In light of these conditions, we respectfully request that the County consider allowing for an annual price adjustment on each contract anniversary date, tied to the U.S. Department of Labor’s Consumer Price Index (CPI) for the South Region. Alternatively, if the County could consider a shorter firm fixed pricing period of two years, followed by annual adjustments based on the CPI for the South Region. This approach would help balance cost stability for the County while mitigating undue financial risk for service providers.

A13: Charlotte County is revising term stated in RP-02, CONTRACT AWARDS/TERM OF CONTRACT to the following:

The initial term on the contract will be effective from date of award, through and including December 31, 2028, with three (3) one-year renewal terms options with CPI Index increase at renewal per CPI South Region.

Q14: Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:

- Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals?
- Will some of the line item prices offered be excluded from the pricing evaluation? If so, which line items will be included, and which will be excluded?

- Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?
- Will all pricing line items be evaluated equally, or will some line items receive more importance in the evaluation?

A14: See Answers below:

- No.
- See Q/A#8.
- No estimated quantity.
- Part F will be focus.

Q15: Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

A15: Please see Q/A#13.

Q16: Will renewals be executed at the consent of both parties?

A16: Yes, mutual consent.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20260323. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File



PURCHASING DIVISION

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Port Charlotte, Florida 33948-1094

Phone 941.743.1378
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TO: PROSPECTIVE PROPOSERS

DATE: APRIL 2, 2026

RE: ADDENDUM #4, RFP NO. 20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 DELETIONS/ADDITIONS:

Deletion/Addition #1: Please delete "Part 2, Pricing Proposal, Equipment and Labor (3 pages)" that was included in Addenda #2 on 03/27/26. During the PDF conversion, the size/type information column was not included.

Please add Revised, Part 2, Addendum #4, Dated 04/02/2026 (5 pages), that are included in this addendum.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20260323. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File

PART 2 --- PRICE PROPOSAL

Equipment and Labor

This schedule shall be utilized for Emergency Work, DMS Preparation, and other miscellaneous services as applicable.

Unit prices shall include all expenses for labor, fuel, insurance and all other incidental fees. Mobilize, operate and demobilize the equipment, transportation fees, equipment fees, maintenance and repair, and laborers to be equipped with communication devices (i.e. cell phone) and travel equipment (i.e. vehicle)

Equipment rates shall include an operator, maintenance, and fuel, unless otherwise noted, be competitive and follow FEMA guidelines.

All labor related line items are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates.

LABOR

Description	UNIT OF MEASURE	UNIT PRICE (\$)
Operations Manager, or position equivalent	Hour	
Deputy Operations Manager, or position equivalent	Hour	
Project Manager, or position equivalent	Hour	
Deputy Project Manager, or position equivalent	Hour	
Health & Safety Officer, or position equivalent	Hour	
Crew Foreman, or position equivalent	Hour	
Project Engineer	Hour	
Equipment Operator	Hour	
Truck Driver	Hour	
Mechanic	Hour	
Electrician	Hour	
Tree Climber/Chainsaw and Gear	Hour	
Laborer w/Small Tools (i.e. Chainsaw)	Hour	
Laborer - Traffic Control, or Flag Person	Hour	
Administrative Assistant	Hour	
Clerical	Hour	
Other – Please List	Hour	

EQUIPMENT			
Description	Size/Type	UNIT OF MEASURE	UNIT PRICE (\$)
Transportation Vehicles			
Pickup Truck	1/2 Ton	Day	
Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton (4x4)	Day	
Flatbed Trailer	40'	Day	
Service Truck Hour		Day	
Lowboy Trailer	12 - 50 Ton	Day	
Lowboy Trailer	> 50 Ton	Day	
Crash Truck w/Impact Attenuator		Day	
All Terrain Vehicle		Day	
Swamp Buggy		Day	
Skidsteers and Bobcats			
Skidsteer/Bobcat equivalent w/grapple	1000 lb capacity	Hour	
Skidsteer/Bobcat equivalent w/attachment (bucket, grapple, or sweeper)	1000 lb capacity	Hour	
Skidsteer/Bobcat equivalent w/grapple	2000 lb capacity	Hour	
Skidsteer/Bobcat equivalent w/attachment (bucket, grapple, or sweeper)	2000 lb capacity	Hour	
Heavy Equipment			
6 Wheel Drive Heavy Off Road Truck		Hour	
Brush, Cutter	At least 7' cut width	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	>50' reach	Hour	
Bush Hog		Hour	
Chainsaw		Hour	
Crane	0 - 15 Ton	Hour	
Crane	16 - 30 Ton	Hour	
Crane	30 - 50 Ton	Hour	
Crane	> 50 Ton	Hour	
Dozer, Tracked	D4 or equivalent	Hour	
Dozer, Tracked	D5 or equivalent	Hour	

Dozer, Tracked	D6 or equivalent	Hour	
Dozer, Tracked	D8 or equivalent	Hour	
Dozer, Tracked	D10 or equivalent	Hour	
Excavator, tracked	2.5 cy capacity	Hour	
Excavator, tracked	> 2.5 cy capacity	Hour	
Excavator, rubber tire w/grapple	2.5 cy capacity	Hour	
Excavator, rubber tire w/grapple	> 2.5 cy capacity	Hour	
Rubber Tire Backhoe with bucket and hoe	JD310 or equivalent	Hour	
Forklift	up to 18,000 pounds	Hour	
Forklift	< 18,000 pounds	Hour	
Forklift accessory		Hour	
Grader	CAT125 or equivalent	Hour	
Loader, Articulated, w/bucket	2 - 2 1/2 cy capacity	Hour	
Loader, Articulated, w/bucket	> 2 1/2 cy capacity	Hour	
Loader, Wheeled	1 - 5 CY capacity	Hour	
Loader, Wheeled	> 5 cy capacity	Hour	
Loader, w/backhoe attachment	1-3 cy capacity	Hour	
Loader, tracked knuckleboom	1 - 25 cy capacity	Hour	
Loader, tracked knuckleboom	> 25 cy capacity	Hour	
Loader, tracked knuckleboom and grapple	1 - 25 cy capacity	Hour	
Loader, tracked knuckleboom and grapple	> 25 cy capacity	Hour	
Log Skidder	Cat 525B or equivalent	Hour	
Street Sweeper/Mechanical Broom		Hour	
Trackhoe w/bucket	1-5 cy	Hour	
Trackhoe w/grapple	1-5 cy	Hour	
Trackhoe w/rubber tires, w/bucket	1-5 cy	Hour	
Trackhoe w/rubber tires, w/grapple	1-5 cy	Hour	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	3500 gallons	Hour	
Jet Vacs and Water Trucks			
Cleaner, Catch Basin		Hour	
Truck, Hydro Vac	500-gal debris tank;	Hour	
Truck, Vacuum		Hour	
Vac Truck/Jetter	3500 gallons	Hour	

Pumper Truck	min 3500 gallons	Hour	
Leaf Vac		Hour	
Grinders/Chippers			
Tub Grinder	up to 1300 HP	Hour	
Tub Grinder	> 1300 HP	Hour	
Stump Grinder	up to 30" diameter	Hour	
Stump Grinder	> 30" diameter	Hour	
Chipper/Mulcher		Hour	
Mulcher, Trailer Mounted		Hour	
Hauling Vehicles			
Dump Truck	5 - 15 CY	Hour	
Dump Truck	16 - 25 CY	Hour	
Dump Truck	26 - 35 CY	Hour	
Dump Truck	> 35 CY	Hour	
DumpTrailer	5 - 15 CY	Hour	
DumpTrailer	16 - 25 CY	Hour	
DumpTrailer	26 - 35 CY	Hour	
DumpTrailer	> 35 CY	Hour	
Claw Truck	< or = 20 CY	CY	
Claw Truck	> 20 CY up to < 50 CY	CY	
Walking Floor Trailer w/ Tractor	100 CY	Hour	
Marine Resources			
Barge		Day	
Barge w/ Mounted Excavator & Push boat, 40'		Day	
Barge with Winch		Day	
Boat, Debris Removal Skiff	48'	Day	
Utility boat, motorized	< 12'	Day	
Utility boat, motorized	>12'	Day	
Utility boat, nonmotorized	< 12'	Day	
Utility boat, nonmotorized	>12'	Day	
Air Compressors (hoses included)			
Air Compressor	0-150 hp	Hour	
Air Compressor	> 150 hp	Hour	

Miscellaneous			
Light Tower (Portable light plant w/ Generator)	< 2000 Watt Range	Day	
Light Tower (Portable light plant w/ Generator)	> 2000 Watt Range	Day	
Message Board		Day	
Other - Please list below			



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TO: PROSPECTIVE PROPOSERS

DATE: APRIL 2, 2026

RE: ADDENDUM #3, RFP NO. 20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTION/ANSWER:

Q1: When was the last time the County had a contract activation for Debris Removal? How many CYs were removed?

A1: 2024, Hurricane Milton

C&D - 177,207 CY
PPDR C&D - 16,803 CY
Vegetation - 141,391 CY
PPDR Vegetation - 5,934 CY
Sand from ROW – 5,275 CY

Q2: Has the County determined which landfill(s) can be used? If so, please provide locations.

A2: Charlotte County Landfill, 29751 Zemel Road. Additional disposal locations for vegetative debris may be identified at the time of activation.

Q3: Has the County determined where possible DMS will be? If so, please provide locations.

A3: There is a list of pre-approved DDMS sites (please see 4 pages, attached). Additional or different DDMS sites may need to be identified and prepared should site conditions change based on effects from the disaster.

Q4: Will annual contract price increase based on Consumer Price Index (CPI) be allowed?

A4: No, prices proposed will remain for duration of contract.

Q5: Can the County provide which Contractor held the previous or holds the current contract for the services requested in the solicitation with pricing?

A5: The previous contract was awarded per the following Contractor ranking:

1. Ashbritt
2. Crowder Gulf
3. DRC
4. TFR Enterprises

Q6: Will there be a public bid opening?

A6: No, this is a Request for Proposal, not a bid.

Q7: Does the County have a monitoring firm contracted? If so, which monitoring firm?

A7: Yes, Tetra Tech, Inc.

Q8: Can the County provide the address for their Emergency Operations Center?

A8: Address: 26571 Airport Road, Punta Gorda, Florida

Q9: Please confirm that hazardous hanging limbs and hazardous tree unit prices are inclusive of cut and drop to be hauled off under Item 1a or 1b.

A9: Confirmed.

Q10: Please clarify whether all awarded contractors may be activated at the same time or whether activation is expected to be limited to a single contractor per event.

A10: It is the County's intent to have only one Debris Contractor activated per event.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20260323. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Kimberly Corbett

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
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File



FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Sent via email to: patrick.fuller@charlottecountyfl.gov

Date: February 04, 2025

PATRICK FULLER
26571 AIRPORT ROAD
PUNTA GORDA FL 33982

RE: 2025 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear PATRICK FULLER

This is to notify you that on February 04, 2025, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2025. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location(s):

Site Name: CHARLOTTE COUNTY SLF (ZEMEL RD LF)-71714

Site Address: 29751 ZEMEL ROAD Punta Gorda, FL, 33955

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

DEP/Local Program Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

Site Name: CHARLOTTE COUNTY LF #2/WTCC-71676

Site Address: 25515 OLD LANDFILL ROAD Port Charlotte, FL, 33980

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

DEP/Local Program Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

Site Name: CHARLOTTE COUNTY SITE - EISENHOWER BLVD-97985

Site Address: 13326 EISENHOWER BLVD. Port Charlotte, FL, 33953

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

DEP/Local Program Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

Site Name: CHARLOTTE COUNTY SITE - SUNCOAST BLVD-97983

Site Address: 24051 Suncoast Blvd. Port Charlotte, FL, 33980

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

DEP/Local Program Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

Site Name: CHARLOTTE COUNTY-REDWOOD ROAD SITE-107627

Site Address: 5225 REDWOOD RD Rotonda West, FL, 33947

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

DEP/Local Program Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

Site Name: CHARLOTTE COUNTY SITE - DARROW ST-107596

Site Address: 230 DARROW STREET Port Charlotte, FL, 33953

Waste Planned for Management: Construction & Demolition Debris, Yard Trash

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

DEP/Local Program Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

Unless you receive a subsequent notification from the Department concerning the status of these sites, you may consider them pre-authorized as disaster debris management sites.

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using a temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

- 1) **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and all debris has been removed;**
- 2) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
- 3) Access must be controlled to prevent unauthorized dumping and scavenging;
- 4) A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
- 5) Once the site is open, a spotter must be located in the area where the waste is being deposited in order to spot and remove prohibited waste items;
- 6) A DDMS is limited to managing the waste identified above for each site; any putrescible waste received at the DDMS must be removed within 48 hours, and all other types of prohibited waste should be managed in accordance with the guidance document (see link below);
- 7) Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

Failure to comply with the conditions of the field authorization, or failure to adequately close a site by the required closure date, may result in enforcement action by the Department.

The Department has also prepared a guidance document on the establishment, operation, and closure of a DDMS for disaster debris. This guidance document includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-esta>

This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).



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Sent via email to: patrick.fuller@charlottecountyfl.gov

Date: February 04, 2025

PATRICK FULLER
26571 AIRPORT ROAD
PUNTA GORDA FL 33982

RE: 2025 - Request for Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear PATRICK FULLER

This is to notify you that on February 04, 2025, the Department of Environmental Protection (the Department) received your request for pre-authorization of a disaster debris management site(s) (DDMS) for 2025. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has received your request for a new DDMS at the following location(s):

Site Name: Charlotte County - Kevitt Blvd

Site Address: Kevitt Blvd

Lat 26:56:5.4124 / Long 82:14:27.819

Port Charlotte, FL, 33981

Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed

On-Site Contact: Patrick Fuller

(941) 833-4000, patrick.fuller@charlottecountyfl.gov

This notification does not constitute pre-authorization of these new site(s) as disaster debris management sites.

Your Sites have been identified as being in the following District(s)/Local Area(s):

South District Contact: Renee Kwiat, (239)344-5673, renee.kwiat@floridadep.gov

The Department will conduct an inspection of the proposed site(s) and you will receive a separate notification specifying which sites have been pre-authorized for 2025.



PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: MARCH 27, 2026

RE: ADDENDUM #2, RFP NO. 20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTION/ANSWER:

Q1: Does the contactor need to include additional pricing for debris removal from Little Gasparilla and Don Pedro Islands?

A1: There is currently no available direct access to these islands. Palm Island (aka Don Pedro Knight Islands) can be accessed via Palm Island Transit ferry service. If the contractor chooses to utilize this service, any ferry costs would be a direct pass through to the county. Access Little Gasparilla Island, should it be necessary, would require the contractor to utilize a barge and obtain approval for landing sites. All debris removal prices in cubic yardage would match that of the mainland debris removal. The equipment pricing sheet includes barge related items.

ITEM # 2 ADDITIONS:

Addition #1: Please see the additional pricing proposal pages, not included in the original RFP, that are included in this addendum:

- **Pricing Proposal, Equipment and Labor (3 pages)**
- **Pricing Proposal, Waterway Debris Removal (1 page)**

Addition #2: On page 7, RP-22, Insurance Requirements, 3. Worker's Compensation and Employers Liability, please **add d. Projects on or along navigable waters an endorsement for US Longshoremens and Harbor Workers and Jones Act is required.**

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20260323. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Kimberly Corbett
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File

PART 2 --- PRICE PROPOSAL

Equipment and Labor

This schedule shall be utilized for Emergency Work, DMS Preparation, and other miscellaneous services as applicable.

Unit prices shall include all expenses for labor, fuel, insurance and all other incidental fees. Mobilize, operate and demobilize the equipment, transportation fees, equipment fees, maintenance and repair, and laborers to be equipped with communication devices (i.e. cell phone) and travel equipment (i.e. vehicle)

Equipment rates shall include an operator, maintenance, and fuel, unless otherwise noted, be competitive and follow FEMA guidelines.

All labor related line items are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates.

LABOR

Description	UNIT OF MEASURE	UNIT PRICE (\$)
Operations Manager, or position equivalent	Hour	
Deputy Operations Manager, or position equivalent	Hour	
Project Manager, or position equivalent	Hour	
Deputy Project Manager, or position equivalent	Hour	
Health & Safety Officer, or position equivalent	Hour	
Crew Foreman, or position equivalent	Hour	
Project Engineer	Hour	
Equipment Operator	Hour	
Truck Driver	Hour	
Mechanic	Hour	
Electrician	Hour	
Tree Climber/Chainsaw and Gear	Hour	
Laborer w/Small Tools (i.e. Chainsaw)	Hour	
Laborer - Traffic Control, or Flag Person	Hour	
Administrative Assistant	Hour	
Clerical	Hour	
Other – Please List	Hour	

EQUIPMENT

Description	UNIT OF MEASURE	UNIT PRICE (\$)
Transportation Vehicles		
Pickup Truck	Day	
Pickup Truck	Day	
Pickup Truck	Day	
Flatbed Trailer	Day	
Service Truck Hour	Day	
Lowboy Trailer	Day	
Lowboy Trailer	Day	
Crash Truck w/Impact Attenuator	Day	
All Terrain Vehicle	Day	
Swamp Buggy	Day	

Skidsteers and Bobcats		
Skidsteer/Bobcat equivalent w/grapple	Hour	
Skidsteer/Bobcat equivalent w/attachment (bucket, grapple, or sweeper)	Hour	
Skidsteer/Bobcat equivalent w/grapple	Hour	
Skidsteer/Bobcat equivalent w/attachment (bucket, grapple, or sweeper)	Hour	
Heavy Equipment		
6 Wheel Drive Heavy Off Road Truck	Hour	
Brush, Cutter	Hour	
Bucket Truck	Hour	
Bucket Truck	Hour	
Bush Hog	Hour	
Chainsaw	Hour	
Crane	Hour	
Crane	Hour	
Crane	Hour	
Crane	Hour	
Dozer, Tracked	Hour	
Dozer, Tracked	Hour	
Dozer, Tracked	Hour	
Dozer, Tracked	Hour	
Dozer, Tracked	Hour	
Excavator, tracked	Hour	
Excavator, tracked	Hour	
Excavator, rubber tire w/grapple	Hour	
Excavator, rubber tire w/grapple	Hour	
Rubber Tire Backhoe with bucket and hoe	Hour	
Forklift	Hour	
Forklift	Hour	
Forklift accessory	Hour	
Grader	Hour	
Loader, Articulated, w/bucket	Hour	
Loader, Articulated, w/bucket	Hour	
Loader, Wheeled	Hour	
Loader, Wheeled	Hour	
Loader, w/backhoe attachment	Hour	
Loader, tracked knuckleboom	Hour	
Loader, tracked knuckleboom	Hour	
Loader, tracked knuckleboom and grapple	Hour	
Loader, tracked knuckleboom and grapple	Hour	
Log Skidder	Hour	
Street Sweeper/Mechanical Broom	Hour	
Trackhoe w/bucket	Hour	
Trackhoe w/grapple	Hour	
Trackhoe w/rubber tires, w/bucket	Hour	

Trackhoe w/rubber tires, w/grapple	Hour	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	Hour	
Jet Vacs and Water Trucks		
Cleaner, Catch Basin	Hour	
Truck, Hydro Vac	Hour	
Truck, Vacuum	Hour	
Vac Truck/Jetter	Hour	
Pumper Truck	Hour	
Leaf Vac	Hour	
Grinders/Chippers		
Tub Grinder	Hour	
Tub Grinder	Hour	
Stump Grinder	Hour	
Stump Grinder	Hour	
Chipper/Mulcher	Hour	
Mulcher, Trailer Mounted	Hour	
Hauling Vehicles		
Dump Truck	Hour	
Dump Truck	Hour	
Dump Truck	Hour	
Dump Truck	Hour	
DumpTrailer	Hour	
DumpTrailer	Hour	
DumpTrailer	Hour	
DumpTrailer	Hour	
Claw Truck	CY	
Claw Truck	CY	
Walking Floor Trailer w/ Tractor	Hour	
Marine Resources		
Barge	Day	
Barge w/ Mounted Excavator & Push boat, 40'	Day	
Barge with Winch	Day	
Boat, Debris Removal Skiff	Day	
Utility boat, motorized	Day	
Utility boat, motorized	Day	
Utility boat, nonmotorized	Day	
Utility boat, nonmotorized	Day	
Air Compressors (hoses included)		
Air Compressor	Hour	
Air Compressor	Hour	
Miscellaneous		
Light Tower (Portable light plant w/ Generator)	Day	
Light Tower (Portable light plant w/ Generator)	Day	
Message Board	Day	

PART 3 --- PRICE PROPOSAL

WATERWAY DEBRIS REMOVAL- For debris collected from pre-approved waterways only.

Pricing shall be inclusive of all labor, equipment, fuel, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. Final disposal costs, such as tipping fees, shall be passed through to the County without mark-up on the monthly invoices.		
Description	UNIT OF MEASURE	UNIT PRICE (\$)
Remove vegetative, C&D and mixed debris from pre-approved waterways such as rivers, canals, streams, ponds, other impoundments and waterfront and haul to DDMS.	CUBIC YARD	
Remove soil, silt, sand, and other sediment from pre-approved waterways such as rivers, canals, streams, ponds, other impoundments and waterfront and haul to DDMS.	CUBIC YARD	
Derelict vehicle removal, transfer/tow of typical passenger car/truck/van to secure storage site.	EACH	
Derelict vehicle removal, transfer/tow of commercial vehicle to secure storage site.	EACH	
Derelict vessel collection and transportation to secure storage site. (Vessels under 25 feet)	EACH	
Derelict vessel collection and transportation to secure storage site. (Vessels 25 feet and greater)	EACH	



PURCHASING DIVISION

Charlotte County Administration Center
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

TO: PROSPECTIVE PROPOSERS

DATE: MARCH 24, 2026

RE: ADDENDUM #1, RFP NO. 20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Firms are hereby notified that this addendum shall be made a part of the above-named proposal and contract documents. The following are issued to revise/clarify the proposal and contract documents, and these items shall have the same force and effect as the original proposal and contract documents. Proposals to be submitted on the above-specified date at Purchasing shall conform to the revisions and clarifications as listed herein.

ITEM # 1 QUESTION/ANSWER:

Q1: We are wondering if a vendor would need to be able to put a number on each category to qualify, or if you are looking for multiple vendors capable of various categories?

A1: Vendors need to respond to all categories.

This addendum is binding and is to be considered as if contained within the original proposal documents of RFP No. 20260323. Firms are required to acknowledge receipt of this addendum on their proposal forms.

Alisa True for

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/rm

cc: Professional Services Committee
Clerk
File



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378

NOTICE OF AVAILABILITY

REQUEST FOR PROPOSALS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed proposals at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

RFP NO. 20260323
EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT

The County is seeking experienced and qualified Contractor(s) to assist Charlotte County in the management and removal of debris resulting from a catastrophic event.

There will not be a Pre-Submittal Conference for this project. Please send all questions to the email address below.

PROPOSAL DUE DATE: 3:00 p.m. (EST), APRIL 14, 2026

Proposal Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 263232. Any questions can be answered by contacting Rhiannon Mills, Senior Contract Specialist at 941.743.1374, or email: Rhiannon.Mills@CharlotteCountyFL.gov

ELECTRONIC BID SUBMISSIONS: All submittals for this project shall be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: March 18, 2026



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO SUBMITTAL

If you **do not** intend to submit on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We, the undersigned, have declined to submit on requested commodity/service **RFP #20260323, EMERGENCY DEBRIS REMOVAL – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Submittal may be emailed to Rhiannon.Mills@CharlotteCountyFl.gov

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RFP NO. 20260323

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**REQUEST FOR PROPOSAL
EMERGENCY DEBRIS REMOVAL- ANNUAL CONTRACT
RFP 20260323**

PART I - INSTRUCTIONS

RP-01 INTENT:

A. It is the intent of the County to select a firm who clearly demonstrates the highest level of ability and proven reliability to perform the professional services specified in the Scope of Services. Brief summaries applicable to the required work should be included with the proposal.

B. **Time and Date Due** - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until **3:00 p.m., APRIL 14, 2026.**

RP-02 CONTRACT AWARDS/TERM OF CONTRACT: The County anticipates entering into a contract with one (1) firm or multiple firms, who submit the proposals judged to be most advantageous to the County. The term of the contract will be effective from date of award up to and including December 31, 2031, with option to renew for an additional five (5)-year term. The selected firm shall be required to sign a formal agreement in the standard form currently used by Charlotte County for professional services.

The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Board of County Commissioners and a contract is executed by both parties.

RP-03 DEVELOPMENT COSTS: The County shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal (RFP). Proposers should prepare a straightforward and concise description of the proposers' ability to meet the requirements of the RFP.

RP-04 INQUIRIES: The County will not respond to oral inquiries. Proposers may submit written or emailed inquiries regarding this RFP to Purchasing, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948 or Rhiannon.Mills@CharlotteCountyFl.gov. The County will respond to written or emailed inquiries received at least five (5) calendar days prior to the RFP due date.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda. It shall be the responsibility of the proposer, prior to submitting their proposals, to view the website <https://purchasingbids.charlottecountyfl.gov> to determine if addenda were issued, acknowledging and incorporating them into their proposal.

RP-05 PROPOSAL SUBMISSION AND WITHDRAWAL: The County will receive proposals electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposal by notifying the County in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to provide Charlotte County the services set forth in these specifications until one of the proposals has been accepted by the Board of County Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

RP-06 PROPOSAL RESTRICTIONS: In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second-Degree Misdemeanor as provided in Section 165.043, Florida Statutes.

RP-07 DRUG FREE WORKPLACE: Charlotte County is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

RP-08 PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

RP-09 CANCELLATION/TERMINATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the successful proposer thirty (30) days written notice by certified mail. It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event funds are not available or not appropriated, the County reserves the right to terminate the Contract and/or individual leases. The County will be responsible for any outstanding invoices prior to the termination.

RP-10 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final. The County reserves the right to accept or reject any or any part of the submissions, if it is deemed in the best interest of the County. The County, in its sole discretion, may expand the scope of work to include additional requirements. The County reserves the right to investigate as it deems necessary to determine the ability of any firm to perform the work or services requested. The firms, upon request shall provide information the County deems necessary in order to make a determination.

RP-11 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Charlotte County, Florida, in accordance with the provisions of Title VII of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure in any contract entered into pursuant to this advertisement, women-owned and minority business enterprises (collectively MBEs) will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of gender, race, color or national origin in consideration for an award. The County will consider the firm's status as an MBE or a certified MBE, and also the status of any sub-contractors or sub-consultants proposed to be utilized by the firm, within the evaluation process. Interested MBEs and certified MBEs are encouraged to respond.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that:

No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

RP-12 PAYMENT: Request for payment must be submitted to Charlotte County Purchasing on a form approved by the County in accordance with contract documents. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

RP-13 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful proposers' performance. This evaluation will become public record.

RP-14 BREACH OF CONTRACT: 252.505 Breach of contract during emergency recovery periods for natural emergencies. - Each state or local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency. **History** - s. 19, ch. 2025-190.

RP-15 NO DUPLICATION OF BENEFITS (PPDR): The Contractor shall ensure that no costs are incurred or invoiced, that duplicate benefits available from insurance, other federal programs, or other sources, in accordance with **Section 312 of the Stafford Act** and the FEMA PAPPG. Costs determined to be duplicative shall be ineligible for reimbursement.

RP-16 TIME AND MATERIALS SAFEGUARD: Time-and-materials pricing shall be used **only when no other contract type is suitable**, shall require **prior written authorization** by the County, and shall include a **not-to-exceed (NTE) ceiling**. The Contractor shall provide **daily documentation** of labor, equipment, and materials in accordance with **2 CFR §200.318(j)**.

RP-17 PROHIBITED CONTRACT TYPES: Cost-plus-a-percentage-of-cost and percentage-of-construction-cost contracting methods are **strictly prohibited** in accordance with **2 CFR §200.323(d)**. Any costs incurred under such methods shall be deemed ineligible for reimbursement.

RP-18 COST ALLOWABILITY & REASONABLENESS: All costs invoiced under this contract must be **allowable, allocable, reasonable, and necessary** in accordance with **2 CFR §§200.403–200.405** and applicable **FEMA Public Assistance Program and Policy Guide (PAPPG)** provisions. Costs that do not meet these standards shall be **non-reimbursable** and shall not be paid by the County.

RP-19 FEDERAL CONTRACT CLAUSES: This contract is subject to all applicable provisions of **2 CFR Part 200**, including **Appendix II – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**, which are hereby incorporated by reference. The Contractor agrees to comply with all applicable federal statutes, regulations, executive orders, and FEMA requirements.

RP-20 SUBCONTRACTOR FLOW-DOWN: The Contractor shall ensure that all subcontracts include the applicable requirements of **2 CFR Part 200**, FEMA Public Assistance policy, and all required federal contract provisions. The Contractor shall remain responsible for the compliance of all subcontractors.

RP-21 FEMA POLICY APPLICABILITY: All work performed under this contract shall comply with the **FEMA Public Assistance Program and Policy Guide (PAPPG)** and any applicable **Disaster-Specific Guidance (DSG)** in effect at the time of the declared event.

RP-22 INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.

- General Aggregate

\$2,000,000

- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident, bodily injury or disease	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

4. Professional Liability (Errors and Omissions Liability) for Prime Contractors

- a. Estimated Projection Construction Cost up to **\$9,999,999**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
- b. Estimated Projection Construction Cost from **\$10,000,000 to \$19,999,999**

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000
- c. Estimated Projection Construction Cost from **\$20,000,000 to \$40,000,000**

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

d. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.

- e. Policy shall contain a waiver of subrogation against Charlotte County.

5. Professional Liability (Errors and Omissions Liability) for Subcontractors

In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

Additional Insured – All policies, **except** for the Workers Compensation and Professional Liability shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by

the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of “A:VII”.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

RP-23 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act (“INA”)]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of

Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

RP-24 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

RP-25 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

RP-26 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

END OF PART I

**PART II
SCOPE OF SERVICES**

RP-27 PROJECT DESCRIPTION: The County is seeking experienced and qualified Contractor(s) to assist Charlotte County in the management and removal of debris resulting from a catastrophic event.

1. **Overview** - The County of Charlotte (hereinafter “County”) and municipal entities contained within are at risk for hurricanes, coastal flooding, tornados, and other natural or manmade disasters. County staff works diligently to prepare for that possibility. In the case of a disaster event, one of the primary focuses following the disaster will be the clearance or removal of disaster-generated debris. The County, through memorandums of understanding (MOU) and other legal agreements may act, upon request, as the agency responsible for debris removal throughout the County including within municipal boundaries, along Florida Department of Transportation (FDOT) maintained roadways, public properties, County facilities, and in select waterways. Thus, the County desires to have disaster debris removal and disposal Contractor(s) agreements in-place prior to any possible future disaster that might affect the area. These agreements will provide for emergency roadway debris clearance, debris removal and disposal, and other emergency resources and services that can be readily activated in the event a disaster occurs. To this end, the County has issued this Request for Proposals (RFP).

Under the contract, work shall consist of, but not limited to, clearing and removing any and all “eligible” debris as defined by applicable regulations, guidelines and operating policies through Federal Emergency Management Agency (FEMA), Florida Division of Emergency Management (FDEM), or any other federal, state or local agency. In addition to any disaster debris as directed by the County. Should subsequent publications, memorandums, or guidelines replace or augment current federal provisions, then they will become the governing policy document(s) on eligibility for all applicable State and Federal Disaster Specific Guidance’s (DSGs) and policies, and as directed by the County.

2. **Award** - In an effort to be as responsive as possible to the needs of County residents, the County may enter into contracts with one or more respondents to this RFP. If more than one Contract is awarded, the County will identify a primary and secondary contractor and possibly more.

3. **Background Information**

3.1 Geographic Area and Disaster Debris Zone Locations - Charlotte County was established on April 23, 1921, and was named for the Bay of Charlotte Harbor. In 2024, the United States Census estimated the County population at approximately 212,000(US Census. Bureau, 2024). The population density of the County is estimated at 274 people per square mile (US Census. Bureau, 2020). The County is 858 square miles in area, with 680 square miles of land and 178 square miles of water. The western portion of the County is a coastal area with barrier islands. Topography consists primarily of low-lying coastal terrain, vulnerable to storm surge and riverine flooding. The County consists of approximately 2,200 miles of County-maintained roadways, 1 incorporated city and many private communities. The County seeks to establish contracts with debris removal and disposal contractor(s).

Dependent on the scope and severity of the debris-generating disaster, the County may elect to activate one or more contractors. Upon issuance of a Notice(s) to Proceed, the Public Works Maintenance & Operations Manager will coordinate task orders circumscribing response area(s), completion schedule(s), conformance with all other items in this RFP and their designated representative will be the primary point of contact for the duration of each activation.

3.2 Situation Model - Comparative evaluation of pricing for this all-hazards RFP will be based on the debris quantities in the Price Proposal form. Actual debris quantities per event will be dependent on the scope described in the Notice to Proceed.

4. **Purpose and Intent of RFP** - The County, a political subdivision of the State of Florida, is seeking proposals from qualified firms to collect and dispose of debris in the event of a natural or man-made disaster and to provide other emergency equipment, materials, supplies, and services. In order to remain prepared and able to respond to a natural or man-made disaster, the County seeks to establish one or more contracts.

RP-28 SCOPE OF SERVICES: The County desires to establish a stand-by contract or contracts for emergency roadway debris clearance, debris removal and disposal, and other emergency resources and services that can be readily activated in the event of a disaster. Most of the services to be provided will not be authorized until a Notice(s)-to-Proceed has been issued in response to a natural or man-made disaster.

1. List of Acronyms

ADMS:	Automated Debris Management System
ASTM:	American Society for Testing and Materials
C&D:	Construction and Demolition Debris
DBH:	Diameter Breast Height
DDMS:	Disaster Debris Management Site
FDEP:	Florida Department of Environmental Protection
FEMA:	Federal Emergency Management Agency
GIS:	Geographic Information System
GPS:	Global Positioning System
HHW:	Household Hazardous Waste
MUTCD:	Manual of Uniform Traffic Control Devices
PODS:	Portable On Demand Storage
PPDR:	Private Property Debris Removal
RACM:	Regulated Asbestos Containing Material
RFP:	Request for Proposal
ROE:	Right-of-Entry
ROW:	Right-of-Way
VIN:	Vehicle Identification Number

2. General

- 2.1** The Contractor shall provide all trained labor, materials, equipment, tools, traffic control, signage and any other incidental items to perform its services under the contract, as directed by the County. The Contractor shall be responsible for performing debris removal, debris management, and other services requested herein.
- 2.2** The Contractor shall be knowledgeable in Federal Emergency Management Agency (FEMA) and other applicable regulations, guidelines and operating policies. The Contractor shall support the County during a disaster recovery effort and shall be responsible for all aspects of the debris collection and disposal process. The Contractor shall coordinate with the County and the County's disaster debris monitoring firm to ensure a compliant, well-managed and organized approach to debris collection and disposal that conform to FEMA guidelines.
- 2.3** At the request of the County, the Contractor shall provide pre-event assistance in preparation for disasters through participation in meetings and annual disaster coordination, planning, and training workshops in coordination with the County's debris monitoring firm and designated County staff. The Contractor shall provide project management and coordination activities necessary to assist the County in fulfilling the requirements of state and federal reimbursement agencies.
- 2.4** The Contractor shall conduct work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies or of any public utilities.
- 2.5** The Contractor shall report and provide documentation to the County or authorized representative, all incidents such as, but not limited to oil spills, fuel leaks, hydraulic fluid leaks, chemical spills, and similar environmental quality issues. The Contractor shall cleanup or remediate the incident, as necessary, properly disposing of the materials in compliance with the applicable Federal, State, and Local regulations.
- 2.6** The Contractor shall repair any damages on private land, caused by Contractor's or sub-contractor's equipment in a timely manner at no expense to the County. If there is disagreement between a resident and Contractor as to the repair of damages, the contractor is responsible for finding the resolution for the repair.

- 2.7 The Contractor shall repair any damages on public or private land, caused by Contractor's or subcontractor's equipment in a timely manner at no expense to the County. Failure to restore the damaged public property or infrastructure to the satisfaction of the County will result in the County withholding final invoice payment or the County will invoice the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.
- 2.8 The Contractor shall collect debris as assigned by the County and/or their debris operations monitoring firm. The County Public Works Maintenance & Operations Manager or designee shall be the Debris Manager. The County's Senior Division Purchasing Manager or their designee, shall be the Contracting Officer.
- 2.9 Any FEMA or State reimbursements for eligible expenses normally due to County that are denied by FEMA or State due to documented errors or omissions by the Contractor or for which the Contractor is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by Contractor to the County at the rate that FEMA would have reimbursed the County had such errors or omissions not occurred.
- 2.10 The Contractor must respond within 24 hours of activation or issuance of notice to proceed with sufficient resources to meet the conditions of the task order. Should the Contractor fail to respond or under-respond within the specified time frame the Contractor shall be responsible for any increase in costs incurred by the County in securing services within the specified time frame from alternate providers.

3. Project Management and Reporting

- 3.1 The Contractor shall provide an on-site Project Manager to the County throughout the duration of the project. The project manager shall provide a mobile telephone number and email address to the County with which he or she can be reached. The Contractor's project manager must be available twenty-four (24) hours a day, seven (7) days a week and must be able to provide written or verbal responses to inquiries within one business day.

- 3.2 At a minimum, the Contractor's management team shall consist of the following positions:

Project Manager: Primary point-of-contact to the County and County's monitoring firm and overall responsibility for all Contractor services and personnel.

Deputy Project Manager: Secondary point-of-contact to the County and County's monitoring firm and overall responsibility for all Contractor services and personnel.

Operations Manager(s): Responsible for field recovery operations. A separate operations manager might be required for each municipal entity or service district within the County that opts to utilize the services contained in this contract.

Deputy Operations Manager: Supports the operations manager.

Health & Safety Officer: Assesses safety hazards and works to ensure personnel safety and well-being during incident operations.

- 3.3 Prior authorization by the County must be received by the Contractor before staff on the Contractor's management team is replaced.
- 3.4 The Contractor shall be responsible for scheduling all work for all Contractor personnel on a daily basis.
- 3.5 The Contractor shall submit a daily report providing the number of crews operating, the number and types of equipment operating, the total cubic yards (or tons) collected by debris type, the total cubic yards reduced, and the total cubic yards transported to final disposal. This report shall be submitted to the Debris Manager or their designee each day by 12:00 PM, for the previous day. The Contractor shall also provide an updated map of the locations where debris collection crews operated to illustrate operational progress.

- 3.6 The Contractor shall participate in daily coordination meetings with County departments and municipal stakeholders involved in the response and recovery operations.

4. Equipment

- 4.1 The Contractor shall provide sufficient and qualified staff and the necessary equipment to rapidly remove and lawfully dispose of all disaster related debris.
- 4.2 The Contractor shall ensure that all equipment and vehicles utilized in the County's debris operations remain in good working condition.
- 4.3 The Contractor and its subcontractors shall operate all equipment and vehicles in compliance with all applicable federal, state, and local laws and regulations.
- 4.4 The Contractor shall present all vehicles utilized to haul debris, to the County or authorized representative, for measurement (inside bed measurements) to calculate and certify the volumetric capacity of said vehicle.
- 4.5 The Contractor shall provide a safety inspector at each certification location to ensure equipment is safe for operation and transport, prior to being certified.
- 4.6 All certified vehicles shall display a placard on the driver's side of the vehicle that states the County name, the assigned and unique certification number, and the certified cubic yard capacity of said vehicle. Blank placards are to be provided by the Contractor and must be approved by the Debris Manager or designee.
- 4.7 Any truck used to haul debris must be capable of rapidly unloading without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 4.8 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. Maximum height for sideboards or other wood-based components will be 24".
- 4.9 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the container shall be secured in place with a tarp so as to prevent it from falling off. Measures must be taken to prevent the debris from blowing out of the hauling vehicle during transport to a County approved DMS or final disposal site.
- 4.10 Equipment used under this contract shall be rubber tracked/tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the County.
- 4.11 Equipment used under this contract shall be rubber tracked/tired and sized properly to fit loading conditions. Undersized equipment (19-25CY) and non-rubber-tired equipment must be approved for use on the road by the County.
- 4.12 All loading equipment shall be operated from the road, street, or rights-of-way using mechanized loading devices such as, buckets and/or boom and grapple devices, to collect and load debris. Hand loading may be acceptable and utilized with prior authorization by the County.
- 4.13 No equipment shall be operated outside the public rights-of-way or easements unless directed by the County. Should operation of equipment be required outside of the public rights-of-way or easements the County will provide a Right-Of-Entry (ROE) agreement.

5. Emergency Road Clearance

- 5.1 The County's primary mission is to clear debris from at least one lane on all critical transportation routes to expedite the movement of emergency service vehicles such as fire, police and medical first-responders, to and from critical facilities. These routes and facilities are identified in the County's debris management plan. Disaster debris emergency clearance from County roadways and County public property will be accomplished using County crews (i.e. Force Account) and equipment, mutual aid providers, and private contractor resources.
- 5.2 Upon receiving a notice to proceed, the Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items necessary to clear and remove debris by cutting, tossing and/or pushing of debris from the roadways, as directed by the County.
- 5.3 The Contractor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities is kept. County personnel or authorized representative shall verify the equipment used, operators, hours of operation (start and end times), and shall require the locations of work performed.
- 5.4 This task of the scope of services shall be commenced within the first twenty-four (+/-) hours after post-event mobilization and shall be accomplished consistent with basic safety procedures.
- 5.5 All traffic control shall be in accordance with the requirements and standards of the latest edition of the Florida Department of Transportation's Design Manual and Maintenance of Traffic (MOT) guidelines published by the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD) and may only be performed by qualified personnel.
- 5.6 Disposal of resulting disaster debris shall be done in accordance with further provisions of this contract at a time determined by the County.
- 5.7 The Contractor shall provide time and materials pricing for the above services utilizing the Price Proposal form.

6. ROW Debris Management

- 6.1 The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.
- 6.2 The Contractor shall transport eligible disaster related debris to a County approved disaster debris management site (DDMS) or to a County designated final disposal site in accordance with all federal, state, and local laws and regulations.
- 6.3 The Contractor shall only remove eligible disaster debris which is placed within the County's ROW or on public property or other debris as directed by the County.
- 6.4 All eligible disaster debris, in addition to any disaster debris directed by the County will be removed from each loading site before proceeding to the next loading site. Each collection truck is to be accompanied by a skid steer and/or ground personnel capable of consolidating smaller debris piles and ensuring that all debris is removed prior to relocating.
- 6.5 Collection will commence at the beginning of a designated ROW/road and continue along with the flow of traffic until the end of the ROW/road is reached at which point the collection vehicle will return down the other side of the ROW/road with the flow of traffic and continue collection efforts until all debris is removed from the particular ROW/road. Skipping debris will not be permitted and a collection vehicle will not be relocated until their assigned work zone had been completed.
- 6.6 The County or its authorized representative shall document the load by means of an electronic load ticket.

- 6.7** All eligible disaster debris loads shall be transported to the County's DDMS or approved final disposal facility.
- 6.8** Entry onto private property/ private ROW for the removal of eligible disaster related debris will be permitted only by written authorization of the County. The County will provide the ROE legal and operational procedures and forms.
- 6.9** The Contractor shall also be responsible for coordinating with all utility providers whose facilities may inhibit the safe removal of debris. The Contractor will exercise caution when working around public utilities (i.e. gas, water, electric). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages may not occur as a result of properly conducted services. The Contractor shall also be responsible for the resolution of any damage claims made by the utility provider.
- 6.10** The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and Contractor. Unless otherwise directed, the Contractor must be capable of conducting debris reduction operations at the DDMS locations on a twenty-four (24) hour, seven (7) days per week basis.
- 6.11** The Contractor shall provide the County with a plan for disaster debris collection following a complete assessment of the volume of disaster generated debris to include estimated quantity by cubic yard. The contractor shall routinely update the County on the plan and quantiles, as collection progresses.
- 6.12** The County will approve all designated disaster debris management sites and final disposal sites for all types of specific eligible disaster debris for disposal or other disaster debris as directed by the County.
- 6.13** The services shall provide for the cost effective and efficient removal and lawful transport and disposal of eligible disaster debris, in addition to any disaster debris directed by the County, accumulated on all streets, roads, public, residential and commercial ROWs including any other locally owned facility or site as may be directed by the County. Services will only be performed when requested and as designated by the County.
- 6.14** This task may include, but is not limited to, the disaster debris types listed below:
- Vegetative Debris
 - Leaners, Hangers, Limbs and Stumps
 - Construction & Demolition (C&D) Debris
 - Mixed Debris (mixed vegetation and C&D)
 - White Goods (e.g., refrigerators, stoves, and other appliances)
 - Electronic Waste (e.g., monitors, laptops)
 - Household Hazardous Waste (HHW)
 - Hazardous Waste
 - Abandoned Vehicles and Vessels
 - Waterway Debris
 - Soil, Mud, Silt, Rock, Sand and/or any Earthen Debris not identified in this list
 - Concrete
 - Private Property Debris Removal (PPDR)
 - Animal Carcasses
 - Storm Drain and Catch Basin Debris
 - Beach Raking/Sifting
 - Barge Services
 - Beach Berm Establishment
 - PPDR Demo

6.15 The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal form.

7. Trees, Tree Stump and Tree Limb Removal

- 7.1** The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and other incidental costs and facilities of any nature to execute and complete tree, tree stump and tree limb removal services as directed by the County.
- 7.2** The Contractor will exercise caution when working around public utilities (i.e. gas, water, electric). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages may not occur as a result of properly conducted services. The Contractor shall also be responsible for the resolution of any damage claims made by the utility provider.
- 7.3** The Contractor shall remove and transport eligible tree debris, tree stumps and tree limbs, as directed by the County, to a DDMS or processing site designated by the County. Each removal crew must be accompanied by a vehicle or equipment capable of loading and hauling the removed limbs, trees, and stumps. Debris generated through cutting or other removal techniques must be removed from the ROW during the same operating day. Quantity of debris removed will be captured at the cubic yard collection rate for vegetative debris.
- 7.4** The County will authorize the Contractor to provide these services as they may be required.
- 7.5** The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to collect and remove hazardous stumps from the County's ROW as follows:
- a) The Contractor shall extract or remove only stumps which meet the FEMA eligibility criteria and/or are authorized by the County or its designated representative.
 - b) The County or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump. Hazardous stumps which have been documented following the described procedures shall be eligible for unit pricing.
 - c) The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt, compacted to current accepted industry standards (American Society for Testing and Materials (ASTM)) in the quantity documented by the County or the County's authorized representative. The contractor shall be required to provide the county source tracking of the fill dirt.
 - d) The eligible hazardous stump shall be transported to the County's DDMS, the County's designated final disposal site, or other location as approved by the County.
 - e) Stumps measuring less than twenty-four (24) inches in diameter which require extraction as identified by the County or its authorized representative shall be treated as regular vegetative debris.
 - f) Stumps placed on the ROW by others shall not be eligible for hazardous stump unit pricing. Stumps placed on the ROW by others shall be treated as vegetative debris and reimbursable at vegetative debris unit pricing.
 - g) Stumps that have less than 50% of the root ball exposed shall be flush cut at the ground and the cut portion included with regular vegetative debris.
 - h) With certain Circumstances as directed by the County the contractor shall grind stumps which meet the FEMA eligibility criteria.

- 7.6** The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items; to collect and remove hazardous trees (Leaners) from the County's ROW and County owned property which pose a threat to life, public health and safety as follows:
- a) The Contractor shall remove only hazardous trees (Leaners) that measure six (6) inches or greater measured at Diameter Breast Height (DBH) of 4.5 feet from the ground and only hazardous trees that meet the FEMA eligibility criteria and/or are authorized by the County or its designated representative.
 - b) The County or authorized representative shall measure and document the hazardous tree prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information which verifies the hazard posed by the hazardous tree. Hazardous trees, which meet the eligibility criteria and have been documented following the described procedures, shall be eligible for unit pricing.
 - c) The hazardous tree shall be flush cut at the ground and transported to the County's DDMS, approved final disposal site, or other location as approved by the County.
- 7.7** The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to remove and collect eligible hazardous limbs (Hangers) from the County's ROW and County owned property which pose a threat to life, public health and safety as follows:
- a) The Contractor shall remove only hazardous limbs (Hangers) which meet the FEMA eligibility criteria and/or are authorized by the County or its designated representative.
 - b) The County or authorized representative shall measure and document the hazardous limb prior to removal, through photographs, GPS coordinates, physical address/location and other relevant information which verifies the hazard posed by the hazardous limb. Hazardous trees, which meet the eligibility criteria and have been documented following the described procedures, shall be eligible for unit pricing.
 - c) The eligible hazardous limb shall be cut at the closest main branch junction.
 - d) The eligible hazardous limb shall be collected and hauled to the County's DMS or to the final disposal site.
- 7.8** The Contractor shall provide a stabilization plan for any trees that meet the above criteria but require specialized equipment such as the use of cranes to stabilize a tree during removal. Removal of trees under this criterion shall not commence until the County approves said plan.
- 7.9** The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal form.
- 8. County Owned Properties and Facilities**
- 8.1** The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, permitting and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all disaster-generated debris, including hazardous and industrial waste materials, tree, tree stump and tree limb removal, and execute and complete the demolition of structures from County owned properties and facilities, as directed by the County.
- 8.2** County owned properties and facilities include, but are not limited to:
- Developed parks (playgrounds, sports fields, athletic surfaces, restrooms, pavilions)
 - Conservation and natural areas
 - Trails, pathways and sidewalks (asphalt, unpaved, concrete, multi-use and other surface materials)
 - Boardwalks, piers, observation decks
 - Boat ramps
 - Campgrounds, athletic courts, skate parks
 - Park maintenance yards and park-owned structures

- Buildings and other structures such as sheds and storage units
 - Parking lots
 - Signs
- 8.3** The Contractor shall coordinate with the County and the County's disaster debris monitoring firm to ensure a compliant, well-managed and organized approach to debris collection and disposal that conform to FEMA guidelines; hauler will assist by providing before and after pictures of everything the County touches from a debris standpoint. The County's Facilities Director or designee shall be the direct point of contact for any County owned property and facility related activities.
- 8.4** The Contractor shall provide the County with a plan for disaster debris collection following a complete assessment of the volume of disaster generated debris to include estimated quantity by cubic yard. The contractor shall routinely update the County on the plan and quantiles, as collection progresses. This plan shall include coordination with Parks & Natural Resources staff for phased park closures or partial re-openings.
- 8.5** This task may include, but is not limited to, the disaster debris types listed below:
- Vegetative Debris
 - Leaners, Hangers, Limbs and Stumps
 - Construction & Demolition (C&D) Debris
 - Mixed Debris (mixed vegetation and C&D)
 - White Goods (e.g., refrigerators, stoves, and other appliances)
 - Electronic Waste (e.g., monitors, laptops)
 - Household Hazardous Waste (HHW)
 - Hazardous Waste
 - Abandoned Vehicles and Vessels
 - Waterway Debris from either shoreline or vessel
 - Soil, Mud, Silt, Rock, Sand and/or any Earthen Debris not identified in this list
 - Concrete
 - Storm Drain and Catch Basin Debris
 - Demolition
 - Recreational surfaces (e.g. matting, tracking pads)
- 8.6** The Contractor shall demolish unsafe structures and remove debris, if authorized by the County, which has been determined by the County to be a threat to the health and safety of the public.
- 8.7** The Contractor will exercise due diligence in performing debris removal and demolition services and removing debris from County owned property and/ or facilities, as authorized and directed by the County.
- 8.8** The Contractor shall remove only hazardous limbs (Hangers) and hazardous trees (Leaners) from County owned property which meet the FEMA eligibility criteria and/or are authorized by the County or its designated representative. For County parks, there is consideration of priority preservation of heritage, specimen, or memorial trees.
- 8.9** The Contractor agrees to make reasonable efforts to save from destruction items that the County wishes to save (i.e. trees, small buildings).
- 8.10** The County will secure all necessary locates outside of the right-of-way for public utilities. Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences.
- 8.11** The Contractor will be responsible for ensuring all utilities are disconnected from a structure prior to demolition commencing. The Contractor will additionally exercise caution when working around nearby public utilities (i.e. gas, water, electric), but the Contractor does not warrant that utility damages may not

occur as a result of properly conducted services. The Contractor shall also be responsible for the resolution of any damage claims made by the utility provider or the County.

- 8.12** The Contractor will follow all appropriate and required safety precautions and procedures. This may include but is not limited to:
- Temporary fencing
 - Barricades
 - Signage to restrict public access during operations
 - Safe reopening criteria after debris removal

- 8.13** The Contractor shall ensure that demolitions are conducted in accordance with all applicable Federal, State, and Local regulations and laws including the Clean Air Act and other event specific guidelines that might be developed by Charlotte County Department of Health (CCDH) or USEPA. The Contractor, if necessary, shall introduce engineering controls to ensure compliance.

- 8.14** Special care shall be taken in park and conservation areas, for example:
- Avoid unnecessary disturbance to wetlands, dunes, mangroves, protected trees, and native habitats
 - Minimize soil compaction and rutting from heavy equipment
 - Restrict equipment staging to County-approved locations

The Contractor shall ensure demolitions and debris removal are conducted in accordance with all Federal, State and Local regulations and laws regarding historic preservation. Requirement to notify the County before removal, demolition, or disturbance. Documentation including photos and video prior to demolition if FEMA or historical compliance is required. This shall include, but is not limited to:

- Monuments
- Memorials
- Historical markers
- Culturally sensitive features

- 8.15** The Contractor shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and Contractor. Unless otherwise directed, the Contractor must be capable of conducting debris reduction operations at the DDMS locations on a twenty-four (24) hour, seven (7) days per week basis.

- 8.16** The services shall provide for the cost effective and efficient removal and lawful transport and disposal of eligible disaster debris, in addition to any disaster debris and demolition debris as directed by the County, accumulated on all County owned properties and facilities as directed by the County. Services will only be performed when requested and as designated by the County. No temporary debris staging or stockpiling within parks unless expressly authorized.

- 8.17** The loading and hauling of County owned property debris shall be conducted under the requirements and pricing methodology listed for ROW Debris Management and/or Trees, Tree Stump and Tree Limb Removal Sections of this RFP. Demolition debris shall be managed separately based upon State and FEMA requirements. The Contractor shall provide unit pricing for the above services utilizing the Price Proposal form.

- 8.18** Waterway and Shoreline debris removal may be required within County owned properties. The Contractor will follow all environmental regulatory guidelines at the federal, state and local level during the waterway debris removal process. All efforts shall be taken to minimize the impact to the surrounding environment during the debris removal process. This includes utilizing minimally intrusive methods such as crane or swamp matting and might include non-mechanical collection. DDMS locations that accept waterway debris must be permitted prior to utilization. Waterway debris that is accessible from roadways and/or maintained ROW using traditional collection methods will be considered ROW collection and will not be eligible waterway debris removal pricing.

- 8.19 Upon the re-opening or partial opening of county owned property and facilities, temporary access improvements (matting, tracking pads) are required.
- 8.20 Within thirty (30) days of the completion of the debris removal and/ or demolition operations, the Contractor shall restore any authorized staging area to pre-event condition and/ or to the satisfaction of the County (e.g. grade and sod).

9. Private Property Debris Removal (PPDR)

- 9.1 The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all disaster-generated debris, including hazardous and industrial waste materials, from private property as directed by the County.
- 9.2 The Contractor will exercise due diligence in performing PPDR services and removing debris from private property, as authorized and directed by the County.
- 9.3 The County defines PPDR as private property, right-of-way that is dedicated private and unrestricted, gated-restricted right-of-way or property.
- 9.4 The Contractor agrees to bring forward requests from property owners for approval and make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings).
- 9.5 The Contractor will exercise caution when working around public utilities (i.e. gas, water, electric). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages may not occur as a result of properly conducted services. The Contractor shall also be responsible for the resolution of any damage claims made by the utility provider or property owner.
- 9.6 The Contractor will follow all appropriate and required safety precautions and procedures.
- 9.7 The County will secure all necessary permissions, waivers and right-of-entry agreements from real property owners required for the lawful removal of debris from real property.
- 9.8 The loading and hauling of PPDR debris shall be conducted under the requirements and pricing methodology listed for ROW Debris Management and/or Trees, Tree Stump and Tree Limb Removal Sections of this RFP. ROW and PPDR debris shall be managed separately based upon State and FEMA requirements.

10. Demolition of Structures

- 10.1 The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, obtaining all permits and all other incidental costs and facilities of any nature to execute and complete the demolition of structures services as directed by the County.
- 10.2 The Contractor shall demolish unsafe structures and remove debris, if authorized by the County, which has been determined by the County to be a threat to the health and safety of the public.
- 10.3 The Contractor agrees to bring forward requests from property owners for approval and make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings).
- 10.4 The Contractor will be responsible for ensuring all utilities are disconnected from a structure prior to demolition commencing. The Contractor will additionally exercise caution when working around nearby public utilities (i.e. gas, water, electric). Every effort will be made to locate these utilities, but the County

does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages may not occur as a result of properly conducted services. The Contractor shall also be responsible for the resolution of any damage claims made by the utility provider or property owner.

- 10.5 The Contractor shall ensure that demolitions are conducted in accordance with all applicable federal, state, and local regulations and laws including the Clean Air Act and other event specific guidelines that might be developed by Charlotte County Department of Health (CCDH) or USEPA. The Contractor, if necessary, shall introduce engineering controls to ensure compliance.
- 10.6 Debris generated from the demolition will be loaded at the demolition site and hauled directly to an approved final disposal site.
- 10.7 The County or designee will secure all necessary permissions, waivers and right-of-entry agreements from real property owners required for the lawful removal of debris from private properties.
- 10.8 The Contractor shall provide unit pricing for the above services utilizing the Price Proposal form.

11. Waterway Debris Removal

- 11.1 The Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris from ditches, drainage channels, canals, and other designated navigable waterways as directed by the County.
- 11.2 Waterway debris that is accessible from roadways and/or maintained ROW using traditional collection methods will be considered ROW collection and will not be eligible waterway debris removal pricing.
- 11.3 Waterway debris removal consists of debris removed from pre-approved waterways that is only accessible utilizing floatable vessels such as barges and pontoons, amphibious vehicles, or other non-standard collection equipment. Debris collected in this manner will be offloaded directly from the waterway into a hauling truck and taken to a DDMS where it will be segregated as appropriate.
- 11.4 The Contractor will follow all environmental regulatory guidelines at the federal, state and local level during the waterway debris removal process. All efforts shall be taken to minimize the impact to the surrounding environment during the debris removal process. This includes utilizing minimally intrusive methods such as crane or swamp matting and might include non-mechanical collection. DDMS locations that accept waterway debris must be permitted prior to utilization.
- 11.5 The Contractor(s) shall provide unit pricing for the above services utilizing the Price Proposal form.

12. Debris Management Requirements

- 12.1 The Contractor shall make multiple scheduled passes of each area impacted by the disaster event at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.
- 12.2 The Contractor and their subcontractors shall operate all trucks, trailers and all other equipment in accordance with all applicable federal, state and local regulations and laws. Equipment shall be in good working condition and meet all Florida Department of Transportation requirements. All trailers must have metal frames; all trailer sides may not exceed metal framing by 24 inches or more; all trailers must have a rear enclosing gate covering a minimum of 75% of the total trailer height. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public right-of-way unless otherwise directed by the County. Should operation of equipment be required outside of the public ROW, the County will provide a right-of-entry agreement. Contractor shall ensure that every vehicle is capable of unloading at disposal sites without assistance from others. Vehicles unable to unload without

assistance may not be authorized to haul debris.

12.3 The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Department of Transportation guidelines. As required, Contractor shall survey the primary routes used by the Contractor as soon as possible after the transport and recover fallen or blown debris from the roadway(s).

12.4 The Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation's Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). Traffic control measures may include crash trucks, traffic plans for state roads, sufficient signage, flashing and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites. Depending on the event, the County will identify and notify the Contractor of those roads or routes where additional traffic control measures are required.

13. Disposal Fees

13.1 Disposal, or tipping fees, are to be passed through to the County without markup. The County reserves the right to negotiate rates directly with disposal facilities prior to authorizing the use of a facility for disposal. It is the Contractor's responsibility to ensure that all disposal fees incurred, and passed-through, are invoiced at the negotiated rates where applicable. The County will not reimburse the Contractor for disposal costs in excess of negotiated rates.

14. Automated Debris Management System (ADMS)

14.1 The County intends to utilize an Automated Debris Management System (ADMS) provided by the County's Debris Monitoring Contractor and anticipates that the Contractor will provide blank vehicle certification placards. The ADMS will eliminate the need for handwritten and scanned copies of the debris reporting tickets. ADMS features include the following:

- Paperless electronic load ticket generation (handheld device) and data collection.
- Debris vehicle and equipment certification data capture at certification site
- Encrypted and secure field data transfer.
- Accessible secure database for Contractor use. Load ticket database will be internet accessible by Contractor.
- Automation of debris pickup location thru use of GPS technologies.
- Evaluation of daily event status using web-based reporting and GIS tools.
- Reconciliation of Contractor invoices and applicant payment process enabled thru an integrated database management system.

14.2 Debris Monitoring Contractor shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as determined in accordance with local, state, and federal rules and regulations. If any load is determined to contain material that does not meet the definition of eligible debris, e.g., debris collected from private property, the load shall be directed to an alternate disposal or processing facility. The Contractors shall not invoice the County for ineligible loads, unless removal was pre-authorized by the County. The Debris Manager or designee will be the sole judge as to whether the material conforms to the definition of eligible debris, and their decision will be final for the purposes of invoicing.

14.3 Once the debris removal vehicle has issued a load ticket, the debris removal vehicle will proceed immediately to a DDMS or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

14.4 The Contractor shall verify that all load tickets contain the appropriate information (i.e., truck certification number, street address/intersection)

- 14.5** The Contractor shall keep records of contract haulers' trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day, and other data as requested.
- 14.6** The Contractors shall ensure all debris collection and disposal information required by FEMA or other regulations is documented on each load ticket.
- 14.7** The Contractors shall communicate and reconcile their load ticket data with the Debris Monitoring Contractor, no less than once per week. Discrepancies shall be noted and resolved prior to the next reconciliation period. After reconciliation, accept the debris reporting tickets or approved ticket database as the certified, original source document, to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by the County.

15. Disaster Debris Management Sites (DDMS) and Operations

- 15.1** The County's Emergency Management Division shall acquire all necessary permitting for the pre-approved and identified Disaster Debris Management Sites (DDMS). The Contractor at the County's authorization shall have the ability to identify, acquire rights, and obtain necessary permits for alternative DDMS locations at the time of a declared event. The unit pricing shall be the cost of this service (per location) less any lease agreement costs with the property owner. A lease agreement shall be made by contract amendment for each site location.
- (a). Land-use Agreements are to be directly entered into between the Contractor and the Landowner.
 - (b). The County will have final authority to approve the cost of the Lease Agreements.
 - (c). The Lease Agreements will be a direct/no markup expense compensation through a contract change order.
- 15.2** The Contractor shall deliver all disaster related debris to the County's authorized DDMS location(s), unless otherwise instructed by the County. The County may authorize multiple sites in order to efficiently store and process the volumes of disaster related debris materials. The County may require Contractor assistance to perform baseline soil and groundwater testing, and site preparation/operations. The Contractor(s) shall provide unit pricing for the costs associated with Disaster Debris Management Sites utilizing the Price Proposal form.
- 15.3** The Contractor shall provide all management and operational services at the County's authorized DDMS location(s).
- 15.4** The Contract shall submit a site layout plan and operations plan to the County for review. At a minimum, the plan shall address the following:
- Site management, including a point-of-contact and organizational chart.
 - Traffic control procedures and on-site traffic patterns.
 - Through put plans to ensure constant flow of inbound and outbound materials and to prevent a significant accumulation of materials on-site.
 - Site safety plan.
 - Hazardous and toxic waste materials plan.
 - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic routes, buffer zones, storm water runoff, archeology, historic preservation, wetlands, endangered species, as relevant and appropriate.
 - Remediation and site restoration plan.
- 15.5** The Contractor shall document by photographs and video recordings, each County DDMS prior to operations to establish baseline conditions of the site. The Contractor shall document by photographs and video following completion of disaster debris operations, and restoration of the site is complete. Additionally, the Contractor shall be prepared to document site conditions at various times throughout an operation as requested by the County. Drone or other aerial footage is encouraged.

- 15.6** The Contractor shall be responsible for providing and/or constructing an inspection tower at each DDMS for the purposes of inspecting and documenting each load of debris entering the site. The tower shall be large enough to accommodate a minimum of four (4) persons. The tower shall be constructed of materials approved by the County and include a roof which allows for some protection from weather conditions. Scissor lifts may be authorized in certain circumstances with prior authorization from the County.
- 15.7** The Contractor shall manage and supervise the DDMS to accept debris collected under this contract and other contracts or agreements approved by the County.
- 15.8** The Contractor shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, portable sanitation facilities, security, any additional environmental and safety measures.
- 15.9** The Contractor shall be responsible for the sorting, separating, and stockpiling of eligible debris and other debris designated by the County at the DDMS and shall ensure that the eligible debris remains segregated at the facility
- 15.10** The Contractor shall utilize horizontal grinders, chippers, shredders, and any other equipment necessary to effectively and efficiently reduce the volume of the eligible debris prior to final disposal. Debris hauled by non-contractor forces (i.e., County or municipal force account) will be piled in a separate location until it can be properly measured by County survey personnel. Once measured, the Contractor will be responsible for processing or reducing this debris.
- 15.11** The Contractor shall provide mechanized equipment to facilitate the loading and removal of reduced materials from the DDMS locations.
- 15.12** The Contractor shall be responsible for the removal and lawful disposal of all debris from the DDMS. Within thirty (30) days of the completion of the debris operations, the Contractor shall restore the site to its pre-disaster condition and/ or to the satisfaction of the County (e.g. grade and sod).

END OF PART II

PART III FEMA PROVISIONS

The projects, programs, and activities to be completed under this Agreement are fully or partially funded by Federal funding, grants and/or disaster assistance from various federal and state agencies including, but not limited to, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as "Contractor") will be required to comply with the applicable provisions of 2 C.F.R. Part 200, Appendix II and with the following provisions, **as applicable**. The Contractor shall require compliance with all applicable federal requirements as may be required by 2 C.F.R. Part 200, Appendix II, and as are listed below, of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Subcontractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability

in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act,

and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c.; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement 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, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the highest percentage of recovered materials for items designated by

the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. s.180.995) or its affiliates (defined at 2 C.F.R. s. 180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin; (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; (4) The Contractor will send to each labor union or representative of workers with which it 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; (5) 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; (6) 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 their 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.; (7) 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; (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the

purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain, (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIS). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-54r

Sub Agreements/Assignments and W/MBE. Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work pertaining to this Agreement, it will 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 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.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors 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, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations of the Davis-Bacon Act to the County.

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors 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. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier

contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708 and 29 C.F.R. §§ 5.5 (b)(1)-(4).

Contracts awarded in excess of \$100,000 that involve the employment of mechanics and laborers must be in compliance with 40 U.S.C. ss.3702 and 3704, as supplemented by the Department of Labor Regulations in 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

(b)(1) through (4) of this section.”

Byrd Anti-Lobbying (31 U.S.C s. 1352, as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally 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. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.

DHS Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.

The Contractor agrees to provide Charlotte County, the FDEM, the FEMA Administrator, the Comptroller General of the United States, any other Federal grantor, 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. 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. The Contractor agrees to provide the FEMA Administrator or the administrator of any other Federal grantor, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the agreement. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal review by the FEMA Administrator, any other Federal grantor, or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.

The federal government is not a party to this agreement 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 agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this agreement.

Copyright and Data Rights.

The Contractor grants to Charlotte County a paid-up royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance if this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance if this agreement.

Remedies.

Unless otherwise provided by the agreement, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.

The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County’s best interest. If the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

- 1.The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
- 2.The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 3.Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- 4.Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5.The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6.National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7.Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.

8.The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9.Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)

10.Executive Order 13112 (“Invasive Species”)

11.The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12.The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13.The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14.The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15.The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16.The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18.Rivers and Harbors Act (33 U.S.C. § 407)

19.Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20.Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21.Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22.Pursuant to 2 CFR §200.322, Contractor and its contractors 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.

END OF PART III

**PART IV
PROPOSAL FORMAT & EVALUATION METHOD**

RP-29 RULES FOR PROPOSALS:

A. The proposal must name all persons or entities interested in the proposals as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. The following is an excerpt from Charlotte County Resolution #2011-221 and applies to this proposal: **"Any questions regarding a project or submittal shall be directed to the designated person in the Purchasing Division for a response. From the time the notice of request for proposals is published until the contract is awarded, there shall not be any contact between a proposer, agent or other representative and any member of the selection committee, user department, Administration, or any member of the Board of County Commissioners regarding the project or proposal submitted by any proposer. Should any member of the selection committee initiate contact or fail to report any contact, such committee member may be subject to disciplinary action up to and including dismissal. If any proposer, agent or other representative contacts any committee member, user department, Administration or member of the Board of County Commissioners regarding a request for proposals or submitted proposal, the proposer is subject to sanctions up to and including having the County disqualify the firm's submittal."**

C. For your information, the members of the Professional Services Committee for this project are as follows:

- Karly Greene, Maintenance and Operations Manager, Public Works
- Patrick Fuller, Director, Emergency Management
- Lonne Moore, Projects Manager, Community Services

RP-30 SELECTION CRITERIA: The County may select proposals from multiple contractors. All proposals shall be evaluated with respect to the completeness of the data provided, support for all claims made and the overall approach taken. Suppliers shall be aware that the County will review the proposals using the format outlined in the Evaluation Criteria below.

RP-31 EVALUATION METHOD AND SELECTION CRITERIA:

A. General - The County shall be the sole judge as to the merits of the proposal, and the resulting agreement. The County's decision will be final. **Please note that proposals will be evaluated on content, not bulk.** The County's evaluation criteria will include, but shall not be limited to, considerations listed on **Proposal and Submittal Requirements**. As mentioned in **Proposal Format**, the proposals should be prepared using the format outlined in the Evaluation Criteria below.

B. Selection - The Professional Services Committee shall evaluate the proposals submitted. Final approval will be by the Board of County Commissioners.

Award shall be made to the firm that, in the County's judgment, best meets the criteria specified below and which, in the County's opinion, best accommodates the County's needs and interests. The decision shall rest SOLELY with the County and the County reserves the right to modify or reject any proposal submitted to it for consideration. With 100 being a perfect score, submittals will be awarded based on the following formula:

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
A. Qualifications: The qualifications and references of company.	1-10
B. Experience: Ability to remove, process and dispose of disaster debris, ability to establish and operate TDSR site(s), removal of hazardous and special debris, experience in community relations and environmental issues Proposer's ability to respond when services are requested. Proposer's current obligations/work commitments and quality of work.	1-20
C. Technical: Quality and Quantity of physical resources, understanding scope of work, time required to mobilize, and Certified Hazardous Waste Contractor.	1-20
D. Project Management: Company's Response Team – Organization and Leaders, Data Management and Tracking, and Ability to Communicate with Team and County.	1-15
E. Field Operations: Plan of Operations and Training Program (County Staff & Subcontractors)	1-15
F. Cost Proposal: Net overall cost to the County for the proposed items (see pages 33-36).	1-20
<u>TOTAL POSSIBLE POINTS</u>	100

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted electronically. Please visit <http://bit.ly/3TYAyKa> and follow given instructions.

NOTE: Must include all travel related expenses, any other relevant out of pocket expenses. The County does not provide reimbursable expenses.

RP-32 ANTICIPATED SCHEDULE: The projected schedule of events for this proposal is as follows:

03/18/26	County advertises for proposals
04/14/26	Proposal due date
04/28/26	Professional Services Committee short lists firms

PART F --- PRICE PROPOSAL			
DEBRIS REMOVAL AND DISPOSAL SERVICES			
	UNIT RATES (Will be based off of average rate by vehicle size)	UNIT OF MEASURE	UNIT PRICE (\$)
1. ROW DEBRIS COLLECTION - VEGETATIVE, MIXED, and CONSTRUCTION AND DEMOLIITION DEBRIS			
1a	Remove debris from ROW and haul to DDMS or final disposal.	CUBIC YARD	
1b	Remove debris from ROW and haul to DDMS or final disposal with hand-loaded technique (per any Federal and/ or state guidelines or rules)	CUBIC YARD	
2. WHITE GOODS			
2a	Remove and transport from ROW to DDMS, Recycling Facility or approved final disposal facility.	PER UNIT	
2b	Transport from DDMS to Recycling Facility or approved disposal facility.	PER UNIT	
2c	Freon Removal / Recycling	PER UNIT	
3. SPECIAL WASTE (Removal and handling for land based debris)			
3a	Electronic Waste (e-Waste) removal from ROW and dispose of at COUNTY approved site.	PER UNIT	
3b	Household Hazardous Waste (HHW) removal from ROW and dispose of at COUNTY approved site.	PER DRUM (55 GAL)	
3b	Non-Liquid Forms of HHW removal from ROW and dispose of at County approved site.	PER POUND	
3c	Derelict vehicle removal, transfer/tow of typical passenger car/truck/van to secure storage site	EACH	
3d	Derelict vehicle removal, transfer/tow of typical commercial vehicle to secure storage site (< 4 Axel)	EACH	
3e	Derelict vehicle removal, transfer/tow of typical commercial vehicle to secure storage site (≥ 4 Axel)	EACH	
3f	Derelict vessel collection and transportation to secure storage site. (Vessels under 25 feet)	EACH	
3g	Derelict vessel collection and transportation to secure storage site. (Vessels 25 feet and greater)	EACH	
3h	Operation of secure storage site for derelict vehicles/vessels.	PER MONTH	
3i	Vessel and Vehicle Fluids Management - draining/removal of fluids from vessel/vehicle, storage of fluids and transportation to a disposal/recycling facility.	EACH	
3j	Vessel and Vehicle Hazardous Materials Management – removal, storage and transportation of hazardous materials from vessel/vehicle (e.g. batteries), to a disposal/recycling facility.	EACH	
3k	Crushing of Vessels for Disposal.	PER FOOT	
3l	Tire removal and disposal or recycling	EACH	
3m	Concrete Removal - Load and haul broken concrete from ROW or DDMS and dispose at COUNTY approved site.	CUBIC YARD	
3n	Soil, Mud, Clay, Silt, Sand, other non-vegetative debris (Earthen debris) - Load from location and dispose at COUNTY approved site such as a screening area, DDMS or another approved site.	CUBIC YARD	
3q	Sand and Soil Screening: Screening of debris - laden sand.	CUBIC YARD	
3r	Removal and disposal of animal carcasses.	PER POUND	

4. HAZARDOUS STUMPS and HAZARDOUS TREES				
Description		Size	UNIT OF MEASURE	UNIT PRICE (\$)
4a	Storm damaged tree removal by diameter class. Locations with trees that can only be brought down via the "Climbing Method" over structures, homes, buildings, utilities or public Right of Way (ROW). CONTRACTOR will remove identified trees that must be brought down using the Climbing Method, which can only be accomplished using the "Cut & Drop" method. Trees must be climbed, and the fall area will allow for the "Cut & Drop" method.	6in - 12in DBH	EACH	
		>12-24in DBH	EACH	
		>24in DBH	EACH	
4b	Storm damaged tree removal by diameter class. CONTRACTOR will remove trees that can only be accessed via "Mechanized Equipment. (i.e., Bucket Trucks, Skid Steer Loaders, Log Skidders, Excavators, Wheel Loaders.)	6in - 12in DBH	EACH	
		>12in - 24in DBH	EACH	
		>24in DBH	EACH	
4c	Storm damaged tree removal by diameter class. Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure. Price Includes flush cutting stump even with ground and removal of debris to the curb.	6in - 12in DBH	EACH	
		>12in - 24in DBH	EACH	
		>24in DBH	EACH	
4d	Storm damaged tree removal by diameter class. Trees broken in two parts or snapped in half with crown previously removed with a minimum of 10 foot of trunk still attached. Price includes flush cutting stump even with ground and removal of trunk sections to the curb.	6in - 12in DBH	EACH	
		>12-24in DBH	EACH	
		>24in DBH	EACH	
4e	Storm damaged tree removal by diameter class. Trees that meet the above criteria but require "Specialized Equipment". (I.E.: Use of cranes to stabilize trees during removal and stabilization plan).	6in - 12in DBH	EACH	
		>12in - 24in DBH	EACH	
		>24in DBH	EACH	
4f	Backfill - supply and placement of clean fill dirt into holes created by stump removal in the ROW.		CUBIC YARD	
4g	Stump Extraction and Backfill	12-24in	CUBIC YARD	
		>24in-48in	EACH	
		>48in	EACH	
4h	Stump Grinding	12-24in	EACH	
		>24in-48in	EACH	
4i	Removal of hazardous hanging limbs that are ≥2 in		PER TREE	

5. DEMOLITION OF STRUCTURES			
		UNIT OF MEASURE	UNIT PRICE (\$)
Structure demolition with construction and demolition debris loaded at the designated site and hauled to a COUNTY approved final disposal site. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, concrete slabs, septic tanks, and household hazardous waste for ROW collection.			
5a	Mixed demolition debris, haul and transport from site direct to final disposal site	CUBIC YARD	
Structure demolition containing regulated asbestos containing material (RACM) construction and demolition debris loaded at the designated site and hauled to a COUNTY approved final disposal site. Contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, electronic waste, concrete slabs, and household hazardous waste for ROW collection.			
5b	Mixed demolition debris, haul and transport from site direct to final disposal site	CUBIC YARD	
RACM (and/ or any state protocols) that would deem the removal from safe-to-enter structures prior to demolition commencement. Removal will include identification through sampling, removal of, containment, proper transfer and disposal, and post removal sampling/monitoring necessary to clear the structure.			
5c	Pre-demolition removal of RACM from safe-to-enter structures.	SQUARE FOOT	
5d	Pre-demolition removal of RACM from safe-to-enter structures	POUND	
Air-quality monitoring and controls necessary to reduce or mitigation increased particulate matter concentration and exposure. To include but not limited to providing water, hoses, and other supplies necessary to reduce impacts to the surrounding environment.			
5h	Air monitoring and controls.	PER SITE	
6. DEBRIS MANAGEMENT / PROCESSING / REDUCTION			
6a	Grinding / chipping vegetative debris, based on incoming cubic yards or lump sum quantities on piles based on County's measurements	CUBIC YARD	
6b	Burning vegetative debris, based on incoming cubic yards.	CUBIC YARD	
6c	Segregating and/or compacting C&D materials and mixed debris, based on incoming cubic yards.	CUBIC YARD	
6d	Segregating, and/or crushing concrete materials and masonry, based on incoming cubic yards.	CUBIC YARD	

7. DISASTER DEBRIS MANAGEMENT SITE (DDMS) OPERATION			
7a	DDMS Operation, includes the cost of site preparation, acceptance and management of the material, erosion control, security, traffic control, environmental and historical protective measures, and site closeout.	LUMP SUM PER DDMS	
7b.	DDMS provided by the Contractor, includes selection of a DDMS location(s), perform baseline soil and groundwater testing, permitting and lease agreements as needed	LUMP SUM PER DDMS	
8. FINAL DISPOSAL - Disposal Fees shall be passed through to the COUNTY without markup.			
8a	Load and Transport processed vegetative debris from DDMS or to final disposal.	CUBIC YARD	
8d	Load and Transport compacted C & D, mixed, and other non-vegetative materials from DDMS to final disposal.	CUBIC YARD	
8g	Load and Transport processed vegetative debris from DDMS to final disposal.	CUBIC YARD	
8j	Load and Transport compacted C & D, mixed, and other non-vegetative materials from DDMS to final disposal.	CUBIC YARD	
9. OTHER DEBRIS SERVICES			
9a	Cleaning and clearing of storm drain lines to include dewatering and disposal. Drain line diameter 0 to 18 inches.	PER LINEAR FOOT	
9b	Cleaning and clearing of storm drain lines to include dewatering and disposal. Drain line diameter >18 to 36 inches.	PER LINEAR FOOT	
9c	Cleaning and clearing of storm drain lines to include dewatering and disposal. Drain line diameter >36 inches.	PER LINEAR FOOT	
9d	Cleaning and clearing of catch basins and inlets up to 8' x 8' to include disposal.	EACH	
9e	Cleaning and clearing of catch basins and inlets greater than 8' x 8' to include disposal.	EACH	
9f	Mobilization of laden screened sand from processing site to beach	PER CY	
9g	Placement/ grading of processed sand on beach	PER CY	
9h	Beach raking - Debris removal from beach sand	PER CY	
10. ANNUAL PLANNING AND EXERCISES			
10a	Attend 2 annual meetings and/or conferences per year through the life of the contract, conduct exercises, assist with updating COUNTY debris management and operational plans, and assist with the identification of DDMS site locations outside of an activation.	LUMP SUM (PER YEAR)	

END OF PART IV

**PART V - SUBMITTAL FORMS
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the County. The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Type of Organization (please check one): INDIVIDUAL () PARTNERSHIP ()
CORPORATION () JOINT VENTURE ()

Firm Name Telephone Fax

Fictitious or d/b/a Name Federal Employer Identification Number (FEIN)

Home Office Address

City, State, Zip Number of Years in Business

Address: Office Servicing Charlotte County, other than above

Name/Title of your Charlotte County Rep. Telephone Fax

Name/Title of Individual Binding Firm (Please Print)

Signature of Individual Binding Firm Date

Email Address

(This form must be completed & returned)

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
does: (name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

(This form must be completed & returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Date

Type or Print Name

Signature

Title

END OF PART V

(This form must be completed & returned)