

REQUEST FOR PROPOSAL
DISASTER DEBRIS REMOVAL/HAULING
SERVICES

RFP #2026-05



Issued
By:
Baker County Board of County Commissioners
55 N. 3rd St.
Macclenny, FL 32063
(904) 259-3613
[Website: http://www.bakercountyfl.org](http://www.bakercountyfl.org)

Date of Issue: March 26, 2026
Due Date/Time for Receipt of Proposals:
April 24, 2026, by 3:00PM

Baker County
Request for Proposal for Disaster Debris Removal/Hauling Services
Specifications
RFP 2026-05

Baker County is requesting proposals from qualified contractors with experience in **DISASTER DEBRIS REMOVAL/HAULING SERVICES** in the response, recovery, and mitigation phases of any disaster or emergency.

The County has developed a proposal package, which contains instructions as to what information each proposer is to provide. Each prospective bidder will be required to obtain a copy of this proposal package and present his proposal in general conformance with the instructions contained therein. Failure to provide complete information may be cause for rejection.

Copies of the proposal packages are on file in the County Administration Office and are available for inspection by prospective proposers. Prospective proposers may request a copy of the proposal package by contacting sara.little@bakercountyfl.org or kayla.riggs@bakercfl.gov RFP documents are also available on the website at www.bakercountyfl.org/purchasing.php

Interested contractors are to submit seven (5) sets/copies of the Proposal; one (1) set/copy being marked "original". Proposals must be received on or before 3:00 p.m. Local Time, Friday, April 24, 2026, and shall be plainly marked on the outside of a sealed envelope/container with: Proposer's name and address, and in the bottom left corner, "DISASTER DEBRIS REMOVAL/HAULING SERVICES RFP #2026-05". Proposals are to be submitted to Baker County Administration Office, 55 North Third Street, Macclenny, Florida 32063. Proposals will be opened at 3:01 p.m. on Friday, April 24, 2026, and distributed to the Selection Committee for review. Proposals received after the specified date and time will not be accepted. Faxed Proposals will not be accepted.

Baker County reserves the right to reject any and all Proposals, to award all or segments of the project and to waive any informality in Proposals received, as may be in the best interest of the County.

Specification questions during the proposal period shall be submitted in writing to Sara Little at sara.little@bakercountyfl.org. No later than April 13, 2026, at 5:00 p.m.

Contractors are hereby put on notice that no contact shall be made with any of the staff members, that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

I. INTRODUCTION

The Baker County is requesting sealed proposals from contractors with experience in **DISASTER DEBRIS REMOVAL/HAULING SERVICES** in the response, recovery and mitigation phases of any disaster or emergency. This is a standby, pre-positioned disaster debris management contract. No minimum amount of work is guaranteed. Services shall be performed only upon activation by written Notice to Proceed issued by the County following a declared emergency or disaster event. All work performed under this contract shall comply with the current FEMA Public Assistance Program and Policy Guide (PAPPG), 2 CFR Part 200, and all applicable federal procurement requirements.

The County will receive sealed proposals at 55 North 3rd Street, Macclenny, Florida 32063, on April 24, 2026 at 3:00 p.m.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Contractor to have its proposal delivered to the Baker County Board of County Commissioners, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Contractor. Submittals received after the deadline will not be considered.

The original bid submittal (**1 original with 4 copies**) must be delivered to the Administration Office in a sealed package, clearly marked on the outside, **RFP 2026-05** and addressed to:

**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
RFP 2026-05 DISASTER DEBRIS REMOVAL/HAULING SERVICES
55 North 3rd Street
Macclenny, Florida 32063**

Hand delivered Submittal is to be taken to the Administration office at the above address.

The proposal shall be submitted on the specified "Attachment A", Debris removal, processing and disposal; Equipment rates; Labor and material rates. The person signing the proposal forms shall have the authority to bind the proposer to the proposal. All information on the proposal forms shall be provided, or the proposal may not be accepted.

The competitive sealed proposal shall be accompanied by a "**Contact Sheet**", herein provided as "**Exhibit A**", a "**Public Entity Crimes Statement**" herein provided as "**Exhibit B**", a "**Drug Free Workplace Certification**", herein provided as "**Exhibit C**", and an "**E-Verify Statement**", here in provided as "**Exhibit D**", "**Proposer Acknowledgements and Agreements**", herein provided as "**Exhibit E**", "**Conflict of Interest**", herein provided as "**Exhibit F**", "**Non-Collusion Affidavit**", herein

provided as “**Exhibit G**” and “**Disputes Disclosure**”, herein provided as “**Exhibit H**”, “**SWMBE**”, here in provided as “**Exhibit I**”, “**Byrd Anti-Lobbying Clause and Certification**”, herein provided as “**Exhibit “J”**”. **FEMA Contract Provisions guide “Exhibit K”** provided as a separate document.

ADDENDA

A written response to Contractor questions will be issued via Addendum and posted on the County’s website at <https://www.bakercountyfl.org/purchasing.php> Bids and Purchasing web page. It is the Contractor’s responsibility to check the County’s website for Addenda prior to submitting their proposal. The deadline for questions is 5 days before submittal opening.

CONTRACTOR SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the proposal.

CONTRACT TERM

The term of the contract will be for five (5) years with two one-year extensions if mutually agreed upon by both parties.

RFP SCHEDULE

The following schedule is the PROPOSED schedule for evaluations. The County reserves the right to alter dates as needed.

Advertising.....	March 26,	2026
Deadline for Proposal Questions.....	April 13,	2026
Proposal Due Date.....	April 24,	2026
Evaluation Committee Meeting.....	May 8,	2026
Commission Meeting.....	May 19,	2026

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Experience on Similar Projects	(20 points)
Qualifications and Abilities of Professional Personnel and Company/Firm/Key Principal Qualifications and Capabilities	(20 points)
Client References for Similar Projects	(25 points)
Cost/Fee Proposal	(35 points)
TOTAL	100 points

SELECTION PROCEDURE

The proposals received will be evaluated by qualified personnel of the County. The Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriate by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Evaluation Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Evaluation Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Evaluation Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, then establish the order of presentations or interview before adjourning. County staff shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Evaluation Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluation, the Evaluation Committee shall report its recommendations and order of preference (final ranking) to the Board of Commissioners.

PROPOSAL EVALUATION

The Baker County Board of County Commissioners shall be the judge of its own best interest, the proposals and the resulting Contract(s). An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to the County.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

The County reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other person and organizations to preform an furnish the work in accordance with the Proposal documents.

It is the proposer's sole responsibility to submit information related to the evaluation categories. The County is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or deduction in evaluation points at the sole discretion of the Evaluation Committee.

Be advised that the COUNTY is prepared to make multiple awards if deemed appropriate considering anticipated workload or other factors. Proposers are advised that any award under this solicitation will be by separate bilateral contract and that such contracts will be non-exclusive.

SHORTLISTS

Scores of short listed firms will be available the next business day following the Evaluation Committee meeting. The recommended short list of firms, in alphabetical order, will be posted prior to submission through the appropriate approval process.

DEFINED TERMS

1. The term “government” as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this apprement.
2. Contractor – The individual, firm, partnership, joint venture, corporation, association or other legal entity performing emergency debris clearance, removal and disposal services under this contract.
3. Contracting Officers/County Representative (COR) - Designated official in charge of coordinating debris clearance, removal and disposal operations will be the Public Works Director, Solid Waste, or the Designees.
4. Eligible Debris – Debris that is within the scope of the debris removal contract, generally falls into one of two classifications: burnable, non-burnable. Note that certain items such as tires and Household Hazardous Waste (HHW) are not eligible debris.
5. Burnable Debris – Includes, but is not limited to, damaged and disturbed trees; bushes; shrubs; broken, partially broken and severed tree limbs, and brush.
6. Non-Burnable Debris – Includes, but is not limited to, timber; plastic; glass; rubber products; metal products; sheetrock; cloth items; non-wood building materials; and carpeting. Some non-burnable debris may be recyclable.
7. Vegetative Debris – Plant related debris. Includes, but is not limited to, trees, shrubs, bushes, limbs, branches, tree trunks and root balls (roots and soil associated with uprooted vegetation such as trees, shrubs and bushes).
8. Brush and Tree Parts – All the portion of trees, to include the root ball, that have been placed in the right of way (ROW).
9. Hangers and Leaners – Limbs, branched, etc., that are damaged/broken but not severed from the main plant.
10. White Goods – Household appliances such as refrigerators, freezers, stoves, washers, dryers and similar items.
11. Re-cyclable Debris – Includes, but is not limited to, metal products (e.g., mobile trailer parts, household appliances) and uncontaminated soil.

1. SCOPE – DISASTER DEBRIS REMOVAL SERVICES:

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term “eligible,” as used herein, is defined as qualifying for emergency funding under Federal Emergency Management Agency (hereinafter referred to as “FEMA”) meeting the requirements of paragraphs 1a, 1b, and 1c below. The term, “debris”, as used herein, includes all forms of disaster-generated debris, such as vegetative demolition, construction, household goods (hereinafter “white goods”), hazardous and industrial waste materials.

Contracted Services will be limited to the clearing of roadways and access routes, (herein after “the emergency push”), debris removal and demolition of structures when determined as necessary to:

- a) Eliminate immediate threats to life, public health, and safety;
- b) Eliminate immediate threats of significant damage to improve public or private property; and
- c) Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the COUNTY, and in accordance with Federal requirements. Contract services will only be performed when requested and as designated by the COUNTY, by an approved Work Authorization issued by the COUNTY. Contractor shall load and haul the debris from within the legal boundaries of the COUNTY to site(s) specified by the COUNTY as set out in Section 4.9 below.

The COUNTY reserves the right to assign work to various contractors, at its sole discretion. The COUNTY also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor, upon request.

1.1 Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the COUNTY. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the COUNTY. Time and materials rate shall be applicable.

1.2 Debris Removal from Public Right-of-Way (ROW):

- a. Right-of-Way – The area immediately adjacent (left and right) to the traveled roadway of all identified public access roads within the specified collection debris pickup zones.

As directed by the COUNTY, contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDSRS) or other disposal destination, as specified by the COUNTY. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the COUNTY regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the COUNTY, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDSRS) or other disposal destination designated by the COUNTY. If necessary, the COUNTY will confirm the eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the COUNTY, Contractor shall demolish unsafe structures and remove debris that has been determined by the COUNTY to be a threat to the health and safety of the public. Contractor will exercise due diligence and safety of the public in demolishing and/or removing debris from private property. The COUNTY will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

a. Construction and Demolition (C&D) Debris – Waste material that is generated in the construction, renovation or demolition of structures. Includes structures of all types (residential and non-residential) and roads and bridges. Includes, but is not limited to, concrete, asphalt, wood, metal, gypsum, wallboard and roofing.

1.5 Private Property Waivers:

The COUNTY will direct all actions to secure necessary permissions, waivers and ROE Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TDSRS) Management:

Contractor shall operate and manage the TDSRS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the COUNTY. Actions by the Contractor will include, but are not limited to, the following:

- Ensure that only debris authorized by the COUNTY’s Contract Administrator/Debris Monitor will be allowed into the TDSRS sites.
- Provide to the COUNTY a video record of the pre-and post-use site conditions.
- Prepare a plan of proposed site layout and review with the COUNTY prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the COUNTY prior to its implementation.
- Build and/or maintain roads as necessary for TDSRS operation.
- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDSRS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
 - Confine hours of operation of the TDSRS to those determined by the COUNTY
 - Stage and process all debris in accordance with instructions from the COUNTY and the Department of Environmental Protection (DEP) regulations.

- Process debris by methods that may include, but not be limited to, reduction by grinding, or other alternate methods of reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste. (See Defined Terms).
- Develop and implement, with the approval of the COUNTY, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDSRS.
- Provide the COUNTY with proper and acceptable documentation (including destination, tickets, and volume/weight) for final disposal of debris accepted at the TDSRS.
- Upon the closure of the TDSRS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the COUNTY, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.

1.7 Designation and Management of Staging Areas:

Contractor shall identify staging areas in collaboration with the COUNTY for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required) and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The COUNTY will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The COUNTY shall direct Contractor regarding removal, collection, hauling and disposal of eligible tree debris as defined. Stumps within the public rights-of-way deemed by the COUNTY to be public safety hazards will be removed and disposed of by the contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris. (See Defined Terms)

1.9 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to the COUNTY to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance

program, planning, training and exercise development, as well as attendance at the COUNTY's Designated Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

2. PERFORMANCE OF SERVICES

2.1 Description of Services:

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not confirming to the intent of Agreement or meeting the approval of the COUNTY may be rejected. Replacements and/or rework, as required, will be carried out on a timely basis (30 days) at no additional cost to the COUNTY.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the COUNTY, the Contractor shall be reimbursed on a unit price basis as specified in "Attachment A".

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in "Attachment A", of this Agreement. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and Contract Administrator.

3. STANDARDS OF PERFORMANCE

3.1 Contractor Representative and General Operations Plan:

Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within 7 days following the execution of this Agreement. The COUNTY will approve the General Operations Plan prior to its implementation within the COUNTY. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan.

3.2 Mobilization

Upon issuance of a written Notice to Proceed following a declared emergency or disaster event, Contractor shall mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The COUNTY may take such other actions as necessary to

address the failure of the contractor to mobilize resources on the schedule required by the COUNTY.

4. GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The COUNTY may be required to enter into agreements with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.

4.2 The COUNTY's Obligations:

The COUNTY shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

4.3 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

4.4 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given the Contractor.

4.5 Self-sufficiency of Contractor and Subcontractor:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

4.6 Damages by Contractor:

Contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the COUNTY may either bill Contractor for the damages, withhold funds due to Contractor, or the contractor may also repair all damage to the satisfaction of the COUNTY. The determination of whether "negligence" has occurred shall be made by the COUNTY.

4.7 Contractor’s Duty Regarding Other Contractor(s):

In accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority business, women’s business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontractors are to be let, through a prime contractor, that contractor is required to the affirmative steps.

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by other private contractors, the federal, state and local government and of any private utility, and shall not interfere with their work. This is a non-exclusive contract, and the COUNTY reserves the right to take any action, including but not limited to, contracting with other private contractors to meet the COUNTY’s needs for disaster recovery and debris removal.

4.8 Contractor’s Ownership of Debris:

All debris, once collected by the contractor, shall become the property of the Contractor or the COUNTY may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials. (See Defined Terms).

4.9 Contractor’s Disposal of Debris:

Unless otherwise directed by the COUNTY, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the COUNTY. The locations of the TDSRS and final disposal sites shall be determined by the COUNTY and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDSRS and final disposal may be allowed by the COUNTY. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the COUNTY.

5. GENERAL TERMS

5.1 Multiple Schedule Passes:

Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the 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. The Contractor will document the completion of all passes based on the direction from the COUNTY and will provide this documentation to the COUNTY on the frequency requested by the COUNTY.

- a. Pass – A sweep/run through a route or area requiring debris removal.

5.2 Clean as you go Policy:

The contractor shall provide a “clean as you go” policy and supervise and enforce such policy during debris management operations.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in

good working condition. 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 ROW unless otherwise directed by the COUNTY. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a ROE Agreement has been obtained prior to property entry.

5.4 Security of Debris During Hauling:

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 secure 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 FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5.5 Traffic Control:

Contractors 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 Manual or Uniform Traffic Control Devices (MUTCD).

Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicle and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

5.6 Workdays/Hours:

Workdays and/or work hours shall be as directed by the COUNTY following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the COUNTY. Hazardous and Industrial Wastes:

Upon the pre-authorization of the COUNTY, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the COUNTY. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the COUNTY.

a. Household Hazardous Waste (HHW)-Includes, but is not limited to, the following: home, lawn and garden chemicals used for pest, insect and weed control; automotive fluids such as fuel,

Windshield wiper fluid, antifreeze, brake fluid, transmission fluid; oil-based products such as gasoline additives, gear oil, car batteries, swimming pool additives, heating oil; flammable liquids such as cleaning solvents, kerosene, turpentine, mineral spirits, floor strippers; and instruments containing mercury, such as thermometers, thermostats, barometers and photo chemicals.

5.7 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within The BAKER COUNTY BOARD OF COUNTY COMMISSIONERS.

5.8 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act (OSHA) of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the COUNTY and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

5.9 Inspection of Contractor Operations

All debris shall be subject to inspection by the COUNTY and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The COUNTY will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

5.10 Corrective Actions Required of Contractor:

When instructed by the COUNTY's representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions in consistent with any of the terms of this agreement, as determined by the COUNTY in its sole discretion. Notify COUNTY within 24 hours.

5.11 Ineligible Work:

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that does not meet the eligibility requirements identified in Section 1.

5.12 Eligible Work – Refer to section 1.

5.12.1 Eligibility Inspections:

COUNTY's monitors shall inspect each load or shall inspect at some other frequency of the COUNTY's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

5.12.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor(s) will not invoice the COUNTY for such loads. The COUNTY, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

6. REPORTS, CERTIFICATIONS AND DOCUMENTATION

6.1 Reports:

Contractor shall submit periodic, written reports in a format required by the COUNTY documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

6.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor(s) will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor(s)'s operations within 24 hours.

6.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the COUNTY, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yard age (or weight if applicable) field monitor name/number, TDSRS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

6.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the COUNTY, in Consultation with Contractor(s).

6.1.4 Data Reconciliation:

Reconciliation of data will be accomplished weekly between the Contractor and the COUNTY's representative. All discrepancies will be resolved within 7 business days.

6.1.5 Final Project Closeout:

Upon final inspection and/or close out of the project by the COUNTY, Contractor(s) shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor(s), plus the total cost of the project invoiced to the COUNTY. The Contractor(s) shall provide, upon request of the COUNTY and/or no later than project closeout, are lease of liens demonstrating that all subcontractors to the Contractor(s) have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris

management operations for the COUNTY and/or government. Final project reconciliation must be approved by the COUNTY.

6.2 Certifications:

The Contractor(s) will adhere to the process for certification of personnel and vehicles established by the COUNTY, to include the following:

6.2.1 Certification of Vehicles and Load Capacity:

Contractor(s) shall ensure that all equipment is certified in accordance with most current COUNTY procedures. After a disaster, the COUNTY, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas as established by the Contractor(s). All Contractor(s) and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity/weight noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver will be provided up to two (2) copies of the certification sheet for the Contractor(s) and subcontractor's records.

6.2.2 Certification of Personnel:

The Contractor(s) will certify to the COUNTY that all Contractor(s) and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the COUNTY, the Contractor(s) will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor(s) and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Contractor(s) assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Baker County and/or the COUNTY.
- Senior, supervisory personnel of the Contractor(s) and all

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All Contractor(s) and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity/weight noted. Each truck will receive two placards, one each of which

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- Senior management personnel of the Contractor(s) assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Baker County and/or the COUNTY.
- Senior, supervisory personnel of the Contractor(s) and all subcontractors there to will have received training in debris management, and the implementation of the National Incident Management System.
- Personnel assigned by the Contractor(s) as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the COUNTY.
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- Upon their deployment for field operations, all Contractor(s) and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

6.4 Utilization of a standardized “load ticket”: (if required)

The Contractor(s) and all subcontractors will provide a standardized “load ticket” for documenting each load of debris from its origin to the TDSRS and/or final disposal location, as indicated. The “load ticket” utilized must include all elements defined in “Attachment B” to this agreement.

6.5 Additional Supporting Documentation:

Contractor(s) shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity/weight measurements, and any other services provided by Contractor(s) as may be required by the COUNTY and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.6 Report Maintenance:

Contractor(s) will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor(s) will maintain all reports, records, debris reporting tickets and Agreement correspondence for a period of not less than three (3) years.

7. OPTIONAL SERVICES

The COUNTY wishes the Contractor(s) to provide pricing for the following services in addition to the management of vegetative debris, construction and demolition debris, and white goods debris, in the manner and for the unit cost indicated:

7.1 Motor Vehicles:

The Contractor(s) will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The COUNTY will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor(s) in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor(s) will also ensure the proper final disposal of the removed vehicle. The Contractor(s) will be reimbursed at a fixed rate, inclusive of all towing, Processing and disposal costs.

7.2 Hazardous Waste and Contaminated Debris Management:

The Contractor(s) will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, there by requiring that it be separately managed from other debris. The Contractor(s) will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor(s) personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor(s) as required by local, state and Federal regulations. The Contractor(s) will be reimbursed at a fixed rate for this service.

8. RFP RESPONSE AND PRICING

8.1 Completion of Attachment "A", Cost of Services Form Provide a sample Load Ticket, Provide three references Provide a sample contract
Identify alternative services and pricing (Optional) Insurance.

9. DISASTER DEBRIS REMOVAL SPECIAL TERMS & CONDITIONS

9.1 Contract:

The Contractor(s) will be required to enter into a non-exclusive contract with the COUNTY incorporating this Invitation to Bid and the documents submitted by the bidder. The Contractor(s) shall not assign, transfer, or subcontract this contract either in whole, or in part, without prior written approval of the COUNTY.

9.2 Contract Amount:

Prices quoted in the bid will be considered firm for each type work to be performed.

9.3 Contract Term:

The successful Contractor(s) shall be awarded a contract for five (5) years with the option to renew the contract for two (2) additional one (1) year periods. Options for renewal will only be exercised upon mutual written agreement. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

9.4 Contract Termination:

The COUNTY shall have the right to terminate a contractor apart there of before the work is completed in the event:

9.4.1 The Contractor(s) is not adequately complying with the requirements and specifications and terms and conditions as stated herein.

9.4.2 Contractor(s) does not follow proper techniques after warning notification by the Contract Manager.

9.4.3 The Contractor(s) refuses, neglects, or fails to supply properly trained or skilled supervisory personnel or workers or equipment of the specified quality and quantity or fails to remove defective equipment or persons who are incompetent, inept, or unfit.

9.4.4 The Contractor(s), in the judgment of the Contract Manager, is unnecessarily or willfully delaying the performance and completion of the work.

9.4.5 The Contractor(s) refuses to proceed with work when and as directed by the Contract Manager.

9.4.6 The Contractor(s) abandons the work.

9.4.7 The Contractor(s) employs subcontractors who are on the federal debarred listing

9.4.8 The COUNTY elects to terminate for its own convenience.

9.5 License:

Bidder shall have the appropriate license to conduct business as stated herein the COUNTY.

9.6 Obligations of the COUNTY:

The COUNTY shall furnish all information and documents necessary for the commencement of work including valid written Notices to Proceed. The COUNTY will provide inspectors for the monitoring of debris operations. The COUNTY will assist Contractor(s) in obtaining permits and licenses, to the extent reasonably possible, but such assistance will not reduce Contractor(s)'s obligation to obtain same.

9.7 Permits and Regulations:

Permits and licenses of a temporary nature necessary for the provision of the services shall be secured for and paid for by Contractor(s) unless otherwise stated by the COUNTY. The Contractor(s) shall not be held responsible to secure permits or licenses, the requirements for which have or will be waived due to state or local declaration of an emergency or disaster.

9.8 Subcontracting:

The Contractor(s) shall be fully responsible to COUNTY for acts and omissions for its subcontractors and of persons directly or indirectly employed by them, as the Contractor(s) is for the acts and omissions of persons employed by it. The Contractor(s) shall cause appropriate provisions to be inserted in all subcontracts giving the Contractor(s) the same powers regarding terminating any subcontract that the COUNTY may exercise over the Contractor(s) under provisions of this contract. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the COUNTY. The Contractor(s) shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the COUNTY upon issuance of a Notice to Proceed and shall update same on a bi-weekly basis after issuance of a Notice to Proceed. The Contractor(s) shall not use a subcontractor or material supplier to whom the COUNTY reasonably objects and shall make all reasonable attempts to subcontract with local firms currently doing business within the COUNTY. All subcontractors will operate in strict accordance with local, state, and federal laws governing the type of work to be performed. Contractor(s) and any subcontractors are, and shall be, in the performance of all services under this contract, independent Contractor(s) and not employees, agents or servants of the COUNTY. All persons engaged in any of the services performed here under, shall, at all times and in all places, be subject to Contractor's sole direction, supervision and control. Contractor(s) shall exercise control over the means and manner in which its employees perform the services.

9.9 Rights to Audit:

The Contractor(s) may be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor(s) shall maintain adequate records to justify all charges, expenses, and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The COUNTY shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Contractor(s) and the COUNTY.

GENERAL CONDITIONS OF RQUEST FOR PROPOSALS

1. PREPERATION OF PROPOSAL

- a. REQUEST FOR PROPOSALS shall be prepared in accordance with the follow:
- b. The enclosed Proposal Form, attached hereto as “Attachment A”, shall be sued when submitting your REQUEST FOR PROPOSAL.
- c. All information required by the Proposal Form shall be furnished. The Proposer shall print or type their name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
- f. Proposers will not include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the COUNTY is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Proposers shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The County’s Purchasing Ordinance is set forth in Chapter 2-420,et seq.
- h. Prices quoted must be FOB County of Baker, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal. BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
- i. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal
- j. Deliveries are to be made during regular business hours.
- k. Proposals and Proposer prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.

2. SUBMISSION OF RFP

- a. Proposals and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Proposal Form. The name and address of the Proposer, the date and hour of the Request for Proposal opening and the material or service shall be placed on the outside of the envelope.
- b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. REJECTION OF RFP

- a. The COUNTY reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The COUNTY shall be the sole judge of the submittals. The COUNTY’s decision shall be final.

4. WITHDRAWAL OF RFP

- a. RFP may not be withdrawn after the time set for the opening for a period of time as specified.
- b. RFP may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE RFP

- a. RFP and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. RFP shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), Women’s Business Enterprise (WBE) and Occupational Safety and Health Administration (OSHA) as applicable to this contract.
- b. A “Public Entity Crimes Statement”, in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit “B”, must be received at the time of the submittal.
- c. A “Drug Free Workplace Certification” attached hereto as Exhibit “C”, must be received at the time of the submittal.
- d. The County of Baker requires that the Proposer selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations. BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
- e. An “E-Verify Statement” attached hereto as Exhibit “D” must be received at the time of the submittal.
- f. An “SWMBE” response form is attached hereto as Exhibit “I” must be received at the time of the bid.
- g. A “Byrd Anti-Lobbying Clause and Certification” form attached hereto as Exhibit “J” must be received at the time of the bid.
- h. A “FEMA Contract Provisions Guide”, hereto attached as Exhibit “K” must be received at the time of the bid.

7. AWARD OF RFP

- a. The RFP will be awarded to the most responsive and responsible Respondent(s) offering the best value to the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS.
- b. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful Respondent shall result in a binding contract without further action by either party.

- d. Unless otherwise noted in the specifications, the length of the agreement shall be five years, with two, one-year renewals possible based on the mutual consent of the parties.
- e. Upon award, for construction projects, the Contractor will be required to complete/execute the County's Contract and General Conditions for Construction Services.
- f. An example of the contract can be found on the County's website at bakercountyfl.org/purchasing and DemandStar.
- g. Agreement may be cancelled with 60-day notice unless otherwise stated in signed contract documents.
- h. The selected Responder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties here under without the prior written consent of the County.

8. NOT RESPONSIBLE FOR COSTS

- a. The County shall not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

- If the Bid is less than \$100,000 no Bid Bond or Payment and Performance Bond is required.
- If the Bid is greater than \$100,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If the Bid is \$100,000-\$200,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If the Bid is greater than \$200,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the COUNTY OF Baker as a guaranteed BAKER COUNTY BOARD OF COUNTY COMMISSIONERS withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the Contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the COUNTY OF BAKER and furnish a Payment and Performance Bond in an amount equal to the contract price. They will be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security. Payment and Performance Bond shall be secured from or counter signed by an agency or surety company recognized in good standing and authorized to do business in

the State of Florida. The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the County an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

10. FAILURE TO DELIVER

In the event of failure of the Responder to deliver the services in accordance with the contract terms and conditions agreed upon, the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS may procure the services from other sources and hold the Respondent responsible for any resulting additional costs. A failure to deliver shall result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

for a maximum of three years. These remedies shall be in addition to any other remedies that the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS may have available.

11. PUBLIC INFORMATION

All information contained in this proposal is public information, and as such will be handled in accordance with the Florida Statutes.

12. ADDITIONAL INFORMATION

a. The County reserves the right to require Proposer to provide references and information on previous similar experience prior to award of the contract.

13. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

- Questions should be submitted in writing no later than **,2026 to sara.little@bakercountyfl.org

14. INDEMNIFICATION AND INSURANCE INDEMNIFICATION

The parties recognize that CONTRACTOR/VENDOR is an independent Contractor. CONTRACTOR/VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the COUNTY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any Negligent and/or deliberate act or omission of CONTRACTOR/VENDOR, its officers, employees, agents, and representatives. CONTRACTOR/VENDOR's liability here under shall include all attorney fees and costs

incurred by the COUNTY in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR/VENDOR against the COUNTY and CONTRACTOR/VENDOR here by waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the COUNTY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the CONTRACTOR/VENDOR shall, at its sole expense, maintain the

Following insurance on its own behalf, and furnish to the COUNTY certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term "Contractor" as used in the insurance rider, shall mean and include Subcontractors of every tier.

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company), their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Florida or otherwise acceptable to the Contractor.
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance shall not be less than ONE Million (\$1,000,000) per occurrence and aggregate.
- F. Loss Deductible—If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).
- G. Where an Off Project Site Property exposure exists, the Contractor at its sole expense Shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner], [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract. "All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- H. Insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor], and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner], [Name and address of General Contractor] and [Name and address of your company] by certified mail-return receipt requested ."
- I. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- J. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- K. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- L. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor or Subcontractor of any responsibility of liability under this Contract.
- M. Any policies affected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor],

[Name of Contractor (your company)] and all other indemnities' named in the Contract.

- N. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

15. PAYMENT

Payment due here under shall be made by the County to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

16. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances–Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

17. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing.

<https://www.epls.gov/epls/search.do>. CONTRACTOR/VENDOR shall include copy of Search results with bid or proposal.

18. AUDIT COOPERATION REQUIREMENTS FOR STATE FUNDED PROJECTS

In those instances where state funding is involved, the selected Bidder, and its sub-contractors(s) shall agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statute. By submitting a bid

or response to this solicitation, the Bidder certifies that they understand and shall comply with this subsection.

19. LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement.

CONTRACTORS shall not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the County Manager. The County Commissioners and/or the County Manager may disqualify any solicitation response where any Commissioner, the County Manager, and/or County Personnel have been lobbied in violation of the black-out period.

20. ADDITIONAL RESOURCES

FEMA Super Circular is currently located in the Code of Federal Regulations at 2 C.F.R. Part 200. It can be located at the following link: and included as Attachment “B” with this RFP.

You may also view the Department of Homeland Security’s Interim Final Rule adopting the Super Circular in the Federal Register at 79 FR 75871. Here is a link to the DHS Interim Final Rule: <http://www.gpo.gov/>

OMB Circular A-87 provides principles and standards for determining costs for federal awards: <http://www.whitehouse.gov/>

21. FEDERAL CONTRACT PROVISIONS

A. SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS are subject

To the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

B. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321. The BAKER COUNTY BOARD OF COUNTY COMMISSIONERS shall take all necessary affirmative steps to ensure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall 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; and
6. Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

C. PROCUREMENT OF RECOVERED MATERIALS (§200.322) The BAKER COUNTY BOARD OF COUNTY COMMISSIONERS and its CONTRACTOR(s) shall 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

Request for Proposal
Disaster Debris Removal/Hauling Services
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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.

D. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

1. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall 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(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONTRACTOR(s) shall 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(s) shall 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 by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. The CONTRACTOR(s) shall 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(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant there to, and shall permit access to his books, records, and accounts by the contracting 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) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government 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(s) shall include the provisions of paragraphs (1) through (8) in every subcontractor 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 shall be binding upon each Sub-CONTRACTOR(s) or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.
- E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).
Incompliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. RIGHTS TO INVENTIONS (37 CFR PART 401)

Rights to Inventions Made Under a Contractor Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. CLEAN AIR ACT (42U.S.C.7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33U.S.C.1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. COMPLIANCE WITH COPELAND “ANTI-KICKBACK”

1. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

I. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Respondents shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

J. TERMINATION FOR CONVENIENCE

The County may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded Respondent. If the contract is terminated by the County as provided herein, the awarded Respondent shall be entitled to receive payment for those services reasonably performed to the date of termination.

K. TERMINATION FOR CAUSE

If the awarded Respondent fails to comply with any of the terms and conditions of the awarded contract, the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS may give notice, in writing, to the awarded Respondent of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS may, with no further notice, declare the Awarded contract to be terminated. The awarded Respondent shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS by reason of the awarded Respondent's failure to comply with the awarded contract.

Notwithstanding the above, the awarded Respondent is not relieved of liability to the County of Baker for damages sustained by the County of Baker by virtue of any breach of this Contract by the awarded Respondent and the County of Baker may withhold any payments to the awarded Respondent for the purpose of setoff until such time as the amount of damages due the County of Baker from the awarded Respondent is determined.

**ATTACHMENT A
DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE1&5)		YD
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE1&5)		YD
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 5)		YD
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3, 6)		YD
6	Management of TDSRS (NOTE 4)		CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final		YD
8	Grinding or consolidation of C&D debris at TDSRS		YD
9	Pick Up and Haul of White Goods to Site within COUNTY miles		UNIT
10	Pick Up and Disposal of Hazardous Material		YD
11	Freon Management and Recycling		UNIT
12	Dead Animal Collection, Transportation and Disposal		LB
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
13	6-inch diameter to 11.99-inch diameter		STUMP
14	12-inch diameter to 23.99-inch diameter		STUMP
15	24-inch diameter to 47.99-inch diameter		STUMP
16	48-inch diameter and greater		STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2-9			
17	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
18	Removal of hazardous standing trees 6”–12”in diameter		EACH
19	Removal of hazardous standing trees 13”–24”in diameter		EACH
20	Removal of hazardous standing trees 25”–36”in diameter		EACH
21	Removal of hazardous standing trees 37”–48”in diameter		EACH
22	Removal of hazardous standing trees greater than 48”in diameter		EACH
Optional Services			
23	Cleaning and Restoration of Beaches		CY
24	Motor Vehicles		CY
25	Boat Removal		EACH

26	Hazardous Waste and Contaminated Debris Management	CY
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ATTACHEMENT A – (CONT)

The following items shall be billed on a time and material basis according to the attached schedules:		
27	Emergency Road Clearance	See Equipment & Labor Rates
28	Demolition of Structures (Debris will be hauled and disposed of under items 2-8)	SQ/FT
29	Disaster event Generated Hazardous Wastes Abatement: Biohazardous Wastes Abatement	
30	Generators, light plants, water pumps, portable toilets and other required equipment or materials	COST PLUS

NOTES:

1. This price assumes that TDSRS's final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add _____ per yard per mile.
3. The Contractor(s) will pay tipping fee at final disposal site(s) and back charge COUNTY at cost.
4. Includes management of site remediation.
5. Invoices to be based on incoming load tickets.
6. Invoices to be based on outgoing load tickets.

ATTACHMENT A – (CONT)
 EQUIPMENT RATES**

EQUIPMENT DESCRIPTION	UNIT	UNIT PRICE
JD 544 Wheel Loader with debris grapple	HOUR	
JD 644 Wheel Loader with debris grapple	HOUR	
Extendaboom Forklift with debris grapple	HOUR	
753 Bobcat Skid Steer Loader with debris grapple	HOUR	
753 Bobcat Skid Steer Loader with bucket	HOUR	
753 Bobcat Skid Steer Loader with street Sweeper	HOUR	
30-50 HP Farm Tractor with box blade or rake	HOUR	
2-2½ Cu.Yd. Articulated Loader with bucket	HOUR	
3-4 Cu.Yd. Articulated Loader with bucket	HOUR	
JD 648E Log Skidder or equivalent	HOUR	
CAT D4 Dozer	HOUR	
CAT D6 Dozer	HOUR	
CAT D8 Dozer	HOUR	
CAT 125 – 140 HP Motor Grader	HOUR	
JD 690 Trackhoe with debris grapple	HOUR	
JD 690 Trackhoe with bucket & thumb	HOUR	
Rubber Tired Trackhoe with debris grapple	HOUR	
JD 310 Rubber Tired Backhoe with bucket and hoe	HOUR	
Rubber Tired Excavator with debris grapple	HOUR	
210 Prentiss Knuckleboom with debris grapple	HOUR	
Self-Loader Scraper Cat 623 or equivalent	HOUR	
Hand Fed Debris Chipper	HOUR	
300 – 400 Tub Grinder	HOUR	
800 – 1,000 HP Diamond Z Tub Grinder	HOUR	
30 Ton Crane	HOUR	
50 Ton Crane	HOUR	
100 Ton Crane (8 hour minimum)	HOUR	
40-60' Bucket Truck	HOUR	
Service Truck	HOUR	
Water Truck	HOUR	
Portable Light Plant	HOUR	
Equipment Transports	HOUR	
Pickup Truck, Unmanned	HOUR	
Self-loading Dump Truck with Knuckleboom and debris grapple	HOUR	
Single Axle Dump Truck, 16-20 Cu. Yd.	HOUR	
Tandem Dump Truck, 16 – 20 Cu. Yd.	HOUR	
Trailer Dump, 24-40 Cu. Yd.	HOUR	
Trailer Dump Truck, 61 – 80 Cu. Yd.	HOUR	
Power Screen	HOUR	
Stacking Conveyor	HOUR	
Off Road Trucks	HOUR	

**** SAMPLE – CONTRACTOR(S) MUST FURNISH EQUIPMENT LIST AND RATES**

**ATTACHMENT A – (CONT)
 LABOR AND MATERIAL RATES**

Personnel Description	UNIT	UNIT PRICE
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone, & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Generators from 10 KW to 300 KW	Hour	
MATERIALS DESCRIPTION	UNIT	UNIT PRICE
Fill Dirt for Stump Holes – Purchased, Placed, and Shaped	CY	

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the COUNTY which are not covered in the rates (per yd) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor(s) will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor(s) has access and contacts for any other equipment that might be required and will negotiate a rate with COUNTY if need arises for equipment not on list.

ATTACHMENT B

Use of a Standardized Load Ticket Completing (if required)

Load Tickets:

The load ticket is set up so that the information in Part A is completed in the field at the point where the load is generated, and the information in Part B is completed at the debris management site.

The designation of individuals who are authorized to complete and sign the load tickets at the point of collection and the point of delivery will be determined and documented by the Contractor(s) and the COUNTY before collection begins. This will avoid disputes over the validity of load tickets. Each load ticket must be signed by an authorized, designated individual.

The measured capacity/weight (measured dimensions of the truck bed or box in cubic yards) is to be done as soon as possible, preferably before an event at a designated master site, and the information kept with the vehicle, or posted on the outside of the vehicle on the placard.

Line-by-line completion of the load ticket is as follows: Part A:

Contracting Agency:

The name of the Agency for whom the work is being done—BAKER COUNTY BOARD OF COUNTY COMMISSIONERS using the Full name of the entity to avoid confusion.

Subcontractor(s):

The name of the principal Contractor(s) performing the work, in a clearly stated form (e.g. “AshBritt,” “Grubbs,” “Crowder-Gulf,” etc.). If the work is being performed by COUNTY personnel, this line will be filled in as “Force Account – ((Name of COUNTY)).” Fill in the sub-contractor’s name in a clear format if a subcontractor is being used, (i.e., “Triple R,” “Ron Bergeron,” etc.) “N/A” should be entered here if no sub-contractors are involved. If different groups of in-house forces are being used, they may be specifically identified here, if needed, for tracking purposes (i.e., “Public Works,” “Parks and Rec,” “Utilities,” etc.)

Date:

The date the debris is collected.

Truck Number and Driver’s Name:

The number assigned to the truck or bin (on placard). If there is not a truck number the load should be determined ineligible and the truck/bin recertified.

ATTACHMENT B (CONT)

Certified Capacity:

The measured capacity/weight of the truck should be established prior to collections, as previously mentioned, and should be identified on the vehicle. The certified capacity/weight is entered here.

Debris Pickup Location:

The point where the load of debris is collected is entered here and stated as clearly and precisely as feasible (e.g., a street name or a segment of road between intersections (XX Street between 1st and 2nd Avenues).

Debris Type:

Debris type is designated based on observation of the final truck load upon departure from the loading site. In this section, check the single debris type or check the mixed field and then select the different debris types that make up the mixed load. For a mixed load, the percentage that each debris type making up the load must be specified. If the process through which the debris will be disposed of is known, this can also be indicated in this section.

Departure Time and Odometer:

These information fields should be completed at the time the truck departs the loading site. The information can be used to track vehicle mileage and may be used to reimburse the Contractor(s), if there is a mileage factor in the contract hauling rates. If not required by the COUNTY, they should be completed as "N/A."

Load Site Monitor (Printed Name and Signature):

This is the person who is designated and authorized to verify the information regarding the truck and its debris load at the collection site. Both the printed name and signature of the authorized individual must be included.

Part B:

Debris/Disposal Site Location:

Enter the name of the site to which the debris was delivered. Arrival Time and Odometer: These fields must be completed at the time the truck arrives at the debris/disposal site. The information can be used to track vehicle mileage and may be used to reimburse the Contractor(s), if there is a mileage factor in the contract hauling rates. If not required by the COUNTY, they should be completed as "N/A."

Percent Full or Weight:

The percent loaded that was determined by the load site monitor at the collection point is verified by the debris/disposal site monitor designated by the governmental entity, typically with the concurrence of a Contractor(s)'s site monitor. The weight will be determined at the disposal site or other weighing location.

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Tare Weight:

The tare weight is a baseline weight given to a truck or bin. This must be taken before any debris is collected and tare weights will be randomly updated throughout the project.

Weight Ticket Number:

The ticket number from the scale house or weight station. Usually, a truck that is weighed is given a weight ticket that may contain a number that differs from the number on the load ticket. That number is recorded here.

Debris/Disposal Site Monitor(Printed Name and Signature):

This is the person who is designated and authorized to verify the amount of debris delivered to the disposal site for the governmental entity.

Photo Ref #:

If a photo is taken for reference to the ticket, record the photo number in this field.

Load Ticket Distribution:

White: Kept by the governmental entity's Load Site Monitor at the point of collection

Canary: Kept by TDSRS monitor

Pink: Kept by the Contractor(s)

Blue: Kept by the truck driver as documentation of collection and delivery

Gold: Kept by the COUNTY representative at the debris/disposal site

The "Notes" section of the load ticket can be used for comments, i.e., discrepancies with the load site information.

EXHIBITS:

EXHIBIT “A” Contact Sheet

EXHIBIT “B” Public Entity Crimes

EXHIBIT “C” Drug-Free Workplace Certification

EXHIBIT “D” E-Verify Statement

EXHIBIT “E” Proposer Acknowledgments and Agreements

EXHIBIT “F” Conflict of Interest

EXHIBIT “G” Non-Collusion Affidavit

EXHIBIT “H” Dispute Disclosure

EXHIBIT “I” SWMBE

EXHIBIT “J” Byrd Anti-Lobbying Clause and Certification

EXHIBIT “K” FEMA Contract Provisions Guide

EXHIBIT “A”

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT “B”

PUBLIC ENTITY CRIMES STATEMENT

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

SWARN STATEMENT UNDER F.S. SECTION 287.133(3)

(A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity names above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133 (a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public

entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this _____ day of _____, 20____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

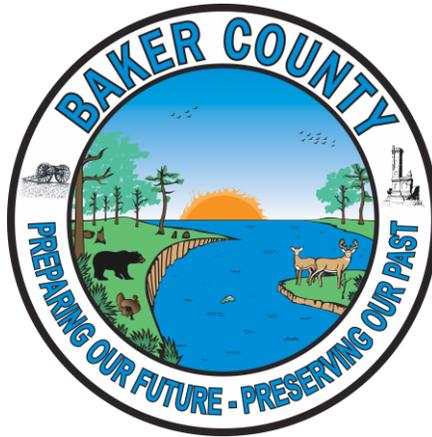
CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT “E”

PROPOSER ACHNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER’S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER’S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER’S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: _____ Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Exhibit “F”
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four(4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above-named entity is submitting a proposal for the County of Baker.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests forth is project.
7. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the County of Baker.
8. I certify that no member of the entity’s ownership or management or staff has a vested interest in any aspect of the County of Baker.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the County of Baker.

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Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this ___ day of _____, 20___, and is personally known to me, or has provided _____ as identification.

My Commission expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for _____.
This sworn statement is submitted by (entity) _____
whose business address is _____
and (if applicable) Federal Employer Identification Number (FEIN) is _____
(If a sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of this attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in anyway colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the County of Baker, Florida or any person interested in the proposed Contract; and BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed their signature at the space provided above on this _____ day of _____, 20_____, and is personally known to me, or has provided _____ as identification.

My Commissioner expires: _____

Notary Signature

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT “H”
DISPUTES DISCLOSURES FORM

Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.

Has your firm or any of its officers received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contractor job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS.

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT “I”

SMWBE Utilization Plan

Small, Minority, and Women’s Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

Company Name (Proposer)	
Project Name:	Disaster Debris Hauling/Removal Emergency Svcs
RFP Number:	

2 CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women’s business enterprises, and labor surplus area firms are used when possible. The County requires that proposers (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm’s plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women’s business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women’s business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT “J”

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352 (as amended). 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. See below—Certification Regarding Lobbying.

Byrd Anti-Lobbying Certification

Appendix A, 44 C.F.R. Part 18—Certification Regarding Lobbying 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The under signed 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.
4. 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. Code. 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.
5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31

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U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements,
apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

THIS FORM MUST BE INCLUDED WITH PROPOSAL

EXHIBIT K – FEMA COMPLIANCE

FEMA REQUIRED CONTRACT PROVISIONS

(For Federally Funded Disaster Debris Removal Contracts)

This contract may be funded in whole or in part by federal financial assistance. Accordingly, Contractor agrees to comply with all applicable federal laws, regulations, executive orders, and FEMA requirements including, but not limited to, 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

1. TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR §200.339–340)

Termination for Cause

The County may terminate this contract, in whole or in part, if Contractor fails to comply with any term of this contract. Contractor shall be provided written notice specifying the deficiency and reasonable opportunity to cure.

Termination for Convenience

The County may terminate this contract at any time for any reason upon thirty (30) days written notice. Contractor shall be paid for services properly performed through the date of termination, less any damages sustained by the County.

2. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4)

During the performance of this contract, Contractor agrees:

- Not to discriminate against any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- To take affirmative action to ensure equal employment opportunity.
- To post required notices.
- To include this clause in all subcontracts.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)

If applicable, Contractor shall:

- Pay laborers and mechanics one and one-half times their basic rate of pay for all hours worked over 40 hours in a work week.
- Ensure no laborer or mechanic works in unsanitary, hazardous, or dangerous conditions.

4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7401–7671q; 33 U.S.C. 1251–1387)

For contracts exceeding \$150,000, Contractor agrees to:

- Comply with all applicable standards, orders, or regulations.
- Report violations to the County and the appropriate federal agency.

5. SUSPENSION AND DEBARMENT (2 CFR Part 180; §200.214)

Contractor certifies that neither it nor its principals are:

- Suspended

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- Debarred
 - Proposed for debarment
 - Declared ineligible
 - Voluntarily excluded from participation in federally funded transactions
- Contractor shall not subcontract with any party listed on SAM.gov as excluded.

6. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)

For contracts exceeding \$100,000:

- Contractor certifies that no federal funds have been used for lobbying.
- Contractor shall disclose any lobbying activities using non-federal funds.
- Contractor shall include this requirement in all subcontracts.

7. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act and procure items containing recovered materials as designated by EPA guidelines where applicable.

8. ACCESS TO RECORDS (2 CFR §200.337)

Contractor shall provide:

- The County
- FEMA
- The U.S. Comptroller General
- The Department of Homeland Security
- The Inspector General

Full access to all records, books, documents, and supporting materials related to this contract for a minimum of three (3) years after final closeout.

9. RECORD RETENTION (2 CFR §200.334)

Contractor shall retain all project records, including:

- Load tickets
- Invoices
- Payroll records
- Equipment logs
- Disposal documentation

For a minimum of three (3) years after final payment or longer if required by audit or litigation.

10. CHANGES

All changes to this contract must be in writing and signed by the County. No oral modification shall be valid.

11. DHS SEAL, LOGO, AND FLAGS

Contractor shall not use the Department of Homeland Security seal, FEMA logo, or any variation without express written permission.

12. COMPLIANCE WITH FEDERAL LAW

This contract is subject to all applicable federal laws, regulations, and policies including:

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- 2 CFR Part 200
- FEMA Public Assistance Program and Policy Guide (PAPPG)
- Stafford Act
- Executive Orders related to disaster recovery

13. NO COST-PLUS-PERCENTAGE-OF-COST CONTRACTS

Pursuant to 2 CFR §200.323(d), cost-plus-percentage-of-cost contracting methods are prohibited.

14. ENERGY POLICY AND CONSERVATION ACT

Contractor shall comply with mandatory standards and policies relating to energy efficiency contained in the State Energy Conservation Plan.

15. RIGHTS TO INVENTIONS (37 CFR Part 401)

If applicable, Contractor shall comply with federal requirements concerning rights to inventions made under a funding agreement.

16. DOMESTIC PREFERENCES (2 CFR §200.322)

To the greatest extent practicable, Contractor shall provide a preference for the purchase of:

- Goods
- Products
- Materials

Produced in the United States.

17. AFFIRMATIVE STEPS FOR SMALL AND MINORITY BUSINESSES (2 CFR §200.321)

Contractor shall take affirmative steps to ensure that small, minority, women's business enterprises, and labor surplus area firms are used when possible.

18. PROHIBITION ON GEOGRAPHIC PREFERENCES (2 CFR §200.319)

Contractor acknowledges that the County may not use statutorily or administratively imposed geographic preferences in the evaluation of bids or proposals except where mandated by federal law.

19. PROHIBITION ON TIME AND MATERIALS WITHOUT CEILING

Time and materials contracts may only be used when:

- No other contract type is suitable; and
- A ceiling price is established; and
- Contractor exceeds the ceiling at its own risk.

20. FALSE CLAIMS ACT COMPLIANCE

Contractor acknowledges that submission of false, fictitious, or fraudulent claims may result in:

- Civil penalties
- Criminal prosecution

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- Debarment
 - Termination
- Under federal law.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

THIS FORM MUST BE INCLUDED WITH PROPOSAL

DRUG-FREE WORKPLACE CERTIFICATION

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 program, 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 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 requirement.

Company Name _____

Vendor’s Signature _____ Date _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

SAMPLE CONTRACT

STANDBY DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT

This Standby Disaster Debris Removal and Disposal Agreement (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between the BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida (“County”), and _____ (“Contractor”).

1. PURPOSE

This is a pre-event standby contract for disaster debris removal, management, and disposal services. No minimum amount of work is guaranteed. Services shall be performed only upon activation by written Notice to Proceed issued by the County following a declared emergency or disaster event.

2. TERM

This Agreement shall remain in effect for five (5) years with two (2) optional one-year renewals, unless otherwise modified by written amendment. Renewals shall be exercised only upon mutual written agreement.

3. ACTIVATION

This contract shall not be activated unless a local, state, or federal emergency is declared and the County issues a written Notice to Proceed (NTP). Upon issuance of NTP, Contractor shall mobilize a minimum of 50% of required resources within 48 hours and 100% within 96 hours, subject to safety conditions and County direction.

4. SCOPE OF SERVICES

Contractor shall provide all labor, equipment, supervision, materials, transportation, and expertise necessary to perform emergency roadway clearance, vegetative debris removal, construction and demolition debris removal, white goods collection, hazardous waste segregation, vessel and vehicle removal (if authorized), demolition of unsafe structures (if authorized), TDSRS management, final hauling and lawful disposal, and disaster recovery technical assistance if requested. All services shall comply with FEMA PAPPG, 2 CFR Part 200, the Stafford Act, and all applicable laws.

5. COMPENSATION

Contractor shall be compensated on a unit price basis in accordance with Attachment “A”. Cost-plus-percentage-of-cost contracts are prohibited. Time and materials rates may only be used when authorized in writing and with a not-to-exceed ceiling. Tipping fees shall be invoiced at actual cost only with no markup.

6. NO GUARANTEE OF WORK

The County does not guarantee any minimum quantity of work. The County reserves the right to utilize multiple contractors and assign work zones at its discretion.

7. FEMA COMPLIANCE

Contractor agrees to comply with Exhibit “K” FEMA Contract Provisions and all federal audit and documentation requirements. Failure to comply with FEMA eligibility standards may result in non-payment for ineligible work.

8. DEBRIS MONITORING

Contractor shall cooperate fully with County debris monitors. County monitors shall determine load eligibility.

9. TDSRS OPERATIONS

If TDSRS operations are required, Contractor shall operate sites with County approval, maintain environmental controls, provide site security, document site conditions, and restore sites to pre-use condition.

10. PERFORMANCE STANDARDS

Contractor shall perform all work safely and in compliance with OSHA and all applicable regulations. Contractor shall secure loads during hauling and repair damage caused by negligence.

11. INSURANCE

Contractor shall maintain Workers’ Compensation, Employer’s Liability (\$1,000,000), Commercial General Liability (\$1,000,000 per occurrence / \$2,000,000 aggregate), Automobile Liability (\$1,000,000), and Umbrella Liability (\$1,000,000 minimum). The County shall be named as Additional Insured.

12. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County from all claims arising from Contractor’s negligent or wrongful acts. Nothing herein waives sovereign immunity.

13. TERMINATION

The County may terminate this Agreement for convenience upon thirty (30) days written notice, or immediately for cause including failure to mobilize, safety violations, or FEMA non-compliance.

14. RECORD RETENTION

Contractor shall retain all project records for a minimum of three (3) years following final closeout or longer if required by audit or litigation.

15. ASSIGNMENT

Contractor shall not assign or subcontract this Agreement without prior written approval of the County.

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16. AUDIT RIGHTS

Contractor agrees to provide access to all records for inspection and audit by the County, FEMA, DHS, and authorized federal representatives.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Baker County, Florida.

18. ENTIRE AGREEMENT

This Agreement, including the RFP, Contractor’s Proposal, Attachment “A”, and Exhibit “K”, constitutes the entire agreement between the parties.

SIGNATURES

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____