

RESOLUTION NO. 2016 - 215

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 16-42 AND TO EXECUTE AGREEMENTS FOR DISASTER DEBRIS MANAGEMENT SERVICES.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with TETRA TECH, INC to provide Professional Disaster Debris Management services for St. Johns County in accordance with RFQ No. 16-42; and

**WHEREAS**, the scope of the services will be to provide disaster management, recovery, and consulting services to support the oversight of debris removal contractors as a result of natural and man-made disaster events in St. Johns County.; and

**WHEREAS**, through the County's formal RFQ process, TETRA TECH, INC. was selected as the highest ranked firm to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

**WHEREAS**, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 16-42 to TETRA TECH INC. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFQ 16-42.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July, 2016.

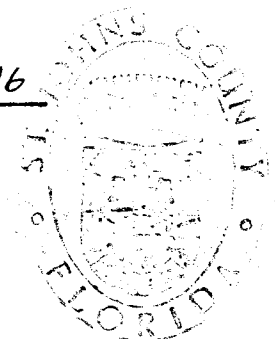
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Jeb S. Smith  
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Halterman Deputy Clerk

**RENDITION DATE** 7/21/16





**MASTER CONTINUING CONTRACT AGREEMENT**

**BID NO:** \_\_\_\_\_;  
**Master Contract #:** \_\_\_\_\_

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address \_\_\_\_\_, Phone: (\_\_\_\_) - \_\_\_\_\_, Fax: (\_\_\_\_) - \_\_\_\_\_ and email: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 – DURATION and RENEWAL**

This Contract Agreement shall become effective on \_\_\_\_\_, shall be in effect for an initial contract term of \_\_\_\_\_ ( ) calendar year, and may be renewed for up to a maximum of \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

**ARTICLE 3 - SERVICES**

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform \_\_\_\_\_ for the SJC \_\_\_\_\_ Department in accordance with Bid No: \_\_\_\_\_ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County \_\_\_\_\_ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. St. Johns County shall compensate the Contractor based upon \_\_\_\_\_, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County \_\_\_\_\_ Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor’s compensation shall be based upon the Contractor’s adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor’s compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
  
- F. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

**ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least \_\_\_\_\_ ( ) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least \_\_\_\_\_ ( ) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

**ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than \_\_\_\_\_ ( ) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or

have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 10 – SUBCONTRACTING**

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Contract Agreement.

#### **ARTICLE 12 – AVAILABILITY OF FUNDS**

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 13 - INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum

limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **ARTICLE 14 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 16 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract Agreement.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 19 - ARREARS**

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 22 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

**ARTICLE 23 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

**ARTICLE 24 - NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 27 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 30 - FLORIDA LAW & VENUE**

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**ARTICLE 31 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract

Documents or in connection with the project in any manner whatsoever.

### **ARTICLE 32 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, Contract Administration Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

### **ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

### **ARTICLE 34 – PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Contractor's sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor's possession and shall promptly provide the County a copy of Contractor's response to each such request.

### **ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.



**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

-----  
IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

\_\_\_\_\_  
Dawn Cardenas, Purchasing Manager

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**BID NO:** \_\_\_\_\_ ; \_\_\_\_\_

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with \_\_\_\_\_ as submitted on the proposal and approved by the County. The Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

EXHIBIT "A-1"

BID NO: \_\_\_\_\_ ;

---

PRICING

**EXHIBIT "B"**

**BID NO:** \_\_\_\_\_ ;

**CONTRACT SCHEDULE**

---

The Contract Period for this scope of work shall be as follows:

**Initial Contract** – Shall become effective on \_\_\_\_\_, and shall remain in effect for a period of \_\_\_\_\_ ( ) year, or until funds may become exhausted.

**Contract Renewal/s** – The contract may be renewed for \_\_\_\_\_ ( ), \_\_\_\_\_ ( ) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

June 24, 2016

RE: RFQ 16-42 Disaster Debris Management Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Tetra Tech, Inc. as the top ranked rank firm under RFQ 16-42 Disaster Debris Management Services. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 10:00AM, Wednesday, June 29, 2016.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

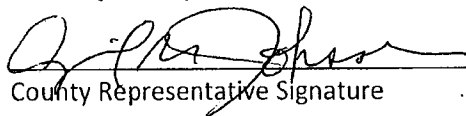
Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, April Johnston, Procurement Coordinator, in the Purchasing Department at [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us).

If you have any questions regarding this Notice of Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0152.

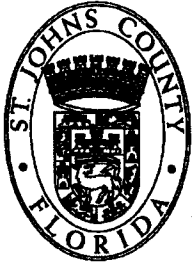
Sincerely,

**St. Johns County**  
**Board of County Commissioners**

  
County Representative Signature

Date: 6/24/16

April Johnston, Procurement Coordinator  
Name & Title (Printed)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

---

**I N T E R O F F I C E   M E M O R A N D U M**

---


**TO:** Greg Caldwell, Engineering  
**FROM:** Dawn Cardenas, Purchasing Manager  
**SUBJECT:** RFQ 16-42 Disaster Debris Management Services  
**DATE:** June 16, 2016

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval



Date

6/23/16

Budget Amount

N/A

Account Funding Title

N/A

Funding Charge Code

N/A

Award to

TETRA TECH

Award Amount

N/A

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: June 16, 2016  
 RFP: RFQ 16-42 Disaster Debris  
 Management Services

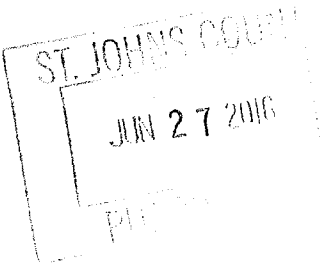
FIRM	RATER GAIL OLIVER	RATER BRIAN KELSAY	RATER RYAN MAUCH	RATER WADE SCHROEDER	TOTAL	RANK	COMMENTS
DEBRIS TECH	93	81	82	95	351	2	
ROSTAN SOLUTIONS	90	90	75	95	350	3	
TETRA TECH	91	90	90	95	366	1	
WITT O'BRIENS	92	87	82	90	351	2	

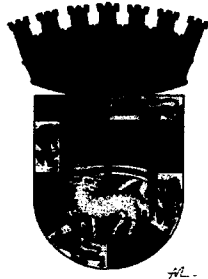
APPROVED: Purchasing Manager  
 Director, Engineering  
*David Cardenas*

NOTE:  
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 10 a.m. June ~~16~~<sup>24</sup>, 2016, UNTIL 10 a.m. June ~~16~~<sup>29</sup>, 2016

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.





**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RFQ NO: 16-42  
REQUEST FOR QUALIFICATIONS**

**DISASTER DEBRIS MANAGEMENT SERVICES**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084**

**FINAL: 5/5/16**



**REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

**TABLE OF CONTENTS**

- I. Advertisement**
- II. Introduction**
  - A. Purpose
  - B. RFQ Contact Information for Questions
  - C. Addenda
  - D. Due Date & Location
  - E. RFQ Response Packaging Instructions
  - F. Evaluation of Responses
  - G. Evaluation Criteria
  - H. Contract Award
  - I. Contract Performance
- III. General Requirements**
  - A. General Information
  - B. Scope of Work
  - C. Employment Requirements
  - D. Sub-Contractors
  - E. Operational Requirements
  - F. Safety and Health Standards
  - G. Other Considerations
  - H. Deliverables
- IV. Contract Requirements**
  - A. Insurance Requirements
  - B. Licenses, Permits & Fees
  - C. Contract Agreement & Term
  - D. Governing Laws & Regulations
  - E. Termination
  - F. Indemnification
  - G. Trade Secrets
  - H. Public Records
  - I. Use of County Logo
- V. Request for Qualifications Submittal Requirements**
  - A. Respondent Responsibilities
  - B. RFQ Package Submittal Format
  - C. RFQ Package Components
- VI. Evaluator's Score Sheet Example**
- VII. Attachments / Forms**
- VIII. Optional Checklist**
- IX. Sealed Bid Mailing Label**

**ST. JOHNS COUNTY, FL – RFQ NO: 16-42 DISASTER DEBRIS MANAGEMENT SERVICES**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 16-42 – Disaster Debris Management Services**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFQ Packages are due by or before 4:00PM (EST) on **Thursday, June 2, 2016**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

In accordance with Florida Statutes, Section 287.055 Consultant’s Competitive Negotiation Act (CCNA), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide disaster management, recovery, and consulting services to support the oversight of debris removal contractors as a result of natural and man-made disaster events in St. Johns County. RFQ Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #16-42. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Qualification shall be **submitted in writing** by or before close of business (5:00PM) on **Thursday, May 19, 2016**.

**Contact Information:** April Johnston, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us)  
Fax: (904) 209-0157

**Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. All inquiries will be routed to the appropriate staff member for response.**

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ No: 16-42 – Disaster Debris Management Services**. Each package submitted must have the respondent’s name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal and one (1) electronic disc OR one (1) USB flash drive containing one (1) PDF of the original documents of the RFQ Package which shall include all required documents and any supplemental information.

**Deliver or Ship RFQ Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFQ until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, Request for Qualification, invitation to negotiate or Request for Qualifications and possible debarment for periods up to twelve (12) months.*

Any bidder, Respondent or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns

County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

## **PART II: INTRODUCTION**

### **A. Purpose:**

St. Johns County Purchasing Department is accepting sealed Request for Qualification packages on behalf of the St. Johns County Board of County Commissioners. The purpose of this solicitation is to secure the services of an experienced monitoring contractor licensed in Florida capable of providing disaster management, recovery, and consulting services to monitor functions on the removal and lawful disposal of disaster-generated debris from public property and public right-of-ways as a result of natural and man-made disaster events.

This solicitation will result in contractual arrangements with at least one (1) primary and up to three (3) additional qualified firms, hereinafter referred to as Respondent(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The selected Respondent(s) will be expected to meet the accelerated debris removal timeframes outlined by FEMA. Respondent(s) personnel must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

### **B. RFQ Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Qualification shall be submitted in writing by or before close of business (5:00PM) on Thursday, May 19, 2016.

**Contact Information:** April Johnston, Purchasing Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us)  
Fax: (904) 209-0157

Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.

### **C. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Qualification.

### **D. Due Date & Location:**

Packages submitted in response to this Request for Qualification must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, June 2, 2016**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFQ Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

### **E. RFQ Response Packaging Instructions:**

1. To be considered, submit one (1) original paper submittal and one (1) electronic disc OR one (1) USB flash drive containing one (1) PDF of the original documents of the RFQ Package which shall include all required documents and any supplemental information.
2. RFQ Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: "**RFQ No: 16-42 – Disaster Debris Management Services.**"

3. Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.
4. Affix label, found at the end of this RFQ document, to sealed envelope/container.

**F. Evaluation of Responses:**

All properly submitted RFQ Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will receive a set of all of the RFQ packages submitted, a copy of the RFQ document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFQ Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFQ Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms' scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**G. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFQ Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points Per Evaluator:</u>
A. Manpower & Organization	25
B. Project Management and Consultant Team Credentials	15
C. Prior Experience and Performance in Industry	20
D. Demonstrate Response Time to Similar Projects	20
E. Quality of Submittal	15
<b>Total Maximum Points Possible:</b>	<b>95</b>

**H. Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**I. Contract Performance:**

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

**PART III: GENERAL REQUIREMENTS**

**A. General Information**

St. Johns County Board of County Commissioners – Engineering division is requesting solicitations from qualified firms that can provide disaster management, recovery, and consulting services to support the oversight of debris removal contractors as a result of natural and man-made disaster events. Hurricanes, tornadoes, and other natural and manmade events frequently produce substantial volumes of debris, creating hazardous conditions that impact public health, welfare, and safety by obstructing roads, by creating obstacles to safe passage of emergency and essential pedestrian and vehicular traffic, and by notably increasing exposure to fire and hazardous materials. To mitigate the hazardous conditions it is

mandatory that there be an early, safe and rapid response to restoring safe and economically viable conditions by the removal of the debris in a prompt and environmentally protective manner. The successful Respondent will provide goods and services as outlined herein.

## **B. Scope of Work**

The consultant shall be capable of supervising, monitoring and documenting, in accordance with FEMA guidelines, the collection, temporary staging and final disposal of debris generated by any type of disaster. Other services that may be required will include damage assessment, training, emergency planning, infrastructure restoration and the ability to communicate with local, state or federal agencies to maximize any funding or reimbursement services. Scope of work to include, but not limited to:

- Provide disaster monitoring services of all County debris.
- Permitting of temporary debris storage reduction sites.
- Scheduling work for all contractors on a daily basis.
- Hiring, management and coordination of all field staff.
- Record keeping of all debris quantities.
- Provide updates for news media as required.
- Certification of all contractor equipment.
- Provide County with daily updates on progress.
- Coordinate with County staff to respond to all problems including complaints from residents, business owners, etc.
- Total quantity reconciliation with the County and/or FEMA, FHWA or any other funding entity.

St. Johns County seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional qualified firms, hereinafter referred to as Respondent(s), to provide management services and technical assistance in regard to the monitoring of disaster debris collection on an as-needed basis. The contractual period shall be for four (4) years, with an option for four (4) one (1) year renewals. The County reserves the right to award more contracts if in its best interest.

St. Johns County will assign a Debris Manager to the debris collection/management project and will establish and staff a Debris Management Center. The Debris Management Center will provide a site for overall coordination of the project with the Respondent(s) and local, State, and Federal agencies. Authorized local, State, and Federal agencies will also provide staff to the Debris Management Center to assure a proper level of coordination. The Debris Management Center will be the primary point of contact for the Respondent(s).

The response of the selected Respondent(s) to the disaster recovery process must be immediate, rapid, and efficient with acceptable cost controls, accountability procedures, written reports and submittals to assure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal, State, and private agencies. Response will typically be activated only in the event of an emergency and in accordance with an awarded contract. Response activation will be through a Work Authorization.

Within twenty-four (24) hours of the Work Authorization, the Respondent(s) shall provide an adequate number of professionals and qualified personnel to monitor approximately fifteen (15) debris loading sites and four (4) debris management sites. The Respondent(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Respondent(s) shall be required to increase its staffing from this point depending upon severity of the debris generating event. At a minimum, the Respondent(s) shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers.

The Respondent(s) shall be required to replace any debris monitor whose job performance is deemed unsatisfactory at the discretion of the County.

Monitoring shall be done in compliance with FEMA, FHWA, OSHA, St. Johns County and other funding agency guidelines.

The Respondent(s) shall employ and maintain on the work site(s) a qualified accessible project manager(s) or liaison officer(s). At least one (1) accessible and designated project manager(s) or liaison officer(s) in the area of operation shall have full authority to act on behalf of the Respondent(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the County's authorized representative shall be as binding as if given to the

Respondent(s).

### **1. Monitoring Services**

Monitoring services to be provided under the proposed contract shall include, but not be limited to the following:

(A). The Respondent(s) shall provide assistance in developing St. Johns County's Debris Management and Removal Plan specific to the emergency event.

(B). The Respondent(s) shall provide annual training in the month of May of selected County staff in essential debris management, monitoring, and collection functions to insure appropriate interface with staff of Debris Collection Contractors and County, State, and Federal agencies.

(C). The Respondent(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS) located or developed throughout St. Johns County or the region, if necessary, as approved by the County.

(D). The Respondent(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by St. Johns County.

(E). The Respondent(s) shall provide assistance with hiring, scheduling, dispatching, and logistical operations of the field monitors assigned to work areas of storm debris collection. This assistance will include, but not be limited to:

- Recruiting, hiring, training, deploying and supervising properly equipped monitors;
- Establishing daily schedules for monitors;
- Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service;
- Maintaining records of contract hauler's trucks, to include cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by designated County staff or as required by State, Federal or other involved agencies;
- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;
- Coordinating with County personnel to respond to problems in the field to include residential and commercial property damage claims in the process of debris removal;
- Establishing a telephone claim reporting system with a local or toll free number to provide staff for the professional management of receiving complaints, inquiries, and/or, damage claims;
- Investigating and documenting damage and other claims;
- Surveying the affected areas for special situations or emergency needs to include, but not be limited to identifying tree stumps and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations;
- Maintaining a list of potentially hazardous locations and situations, coordinating and tracking the appropriate dispatch of staff and equipment to remediate the hazard, and making frequent reports to the County regarding the hazard, remedial action, and post-event status;
- Recording on a map the streets where debris has been collected;
- Performing other duties as directed by designated County personnel.

(F). The Respondent(s) shall collect baseline environmental data according to local, State, and Federal agency requirements from the designated emergency debris management sites prior to the opening of these sites.

(G) The Respondent(s) shall assist the County in obtaining necessary local, State, and Federal permits for the designated emergency debris management sites.

(H). The Respondent(s) shall conduct ongoing environmental data collection per local, State, and Federal requirements for the designated emergency debris management sites.

(I). The Respondent(s) shall provide technical, clerical and information technology consultation assistance to the County in completing any and all forms necessary for reimbursement of fees and costs from local, State, or Federal agencies, including the Federal Emergency Management Agency of the Department of Homeland Security, the State of Florida, the Federal Highway Administration, the Department of Housing and Urban Development, or private insurance carriers relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely and accurate completion and submittal of reimbursement requests; preparation and submittal of any and all necessary cost documentation and substantiations; preparing replies to any and all agency requests, inquiries, or potential denials; and preparing potential decision appeals.

(J). The Respondent(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the County

for processing.

(K). The Respondent(s) shall assist County staff in conducting an annual tabletop exercise(s) to determine the adequacy of the debris removal plan and debris management process

## 2. Personnel

The Debris Monitoring Team to be provided by the Respondent(s) shall include, but not be limited to, the following positions:

(A) **Project Manager/Liaison Officer:** The primary functions of the Project Manager/Liaison Officer shall be to supervise the debris monitoring services provided by the Respondent(s) and to serve as liaison between the Debris Manager and the Respondent(s).

(B) **Supervising Monitors:** The functions of the Supervising Monitors shall be the following:

- Verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pick up zones;
- Verify adequate photographic documentation of hazardous trees (leaners and hangers);
- Coordinate activities between monitors;
- Provide breaks to monitors;
- Coordinate, research, and make recommendations on damage claims to the Debris Manager;
- Maintain positive public relations in regard to individual complaints;
- Compile and complete necessary reports;
- Investigate and resolve complaints of residents within the limits of the contract;
- Coordinate daily with the Debris Hauler;
- Coordinate daily operations of monitors.

(C) **Loading Site Monitors:** The loading site is the physical field operation location of debris removal trucks. The primary functions of the Loading Site Monitors are to complete and issue debris load tickets for eligible debris cleared and removed at location designated by the Debris Management Center and to verify that only eligible debris pickup zones in St. Johns County. The loading site monitor shall also photographically document hazardous trees (leaners and hangers).

(D) **Management Site Monitors:** The primary function of the Management Site Monitors is to complete the load ticket and estimate volumes that have been transported to the debris management site for processing storage, and disposal. Management Site Monitors shall also verify that all trucks leaving the Management Site have completely emptied all debris from the trucks.

(E) **Roving Monitors:** The function of the Roving Monitors is to verify that only eligible debris is being removed from eligible property within assigned debris pickup zones in St. Johns County. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers).

## 3. Debris Management Consultant

- The Respondent(s) shall provide, if requested by the County, the services of an experienced professional (Consultant) to assist the County in the operations and coordination of activities at the Debris Management Center. The qualified individual must have direct debris management experience including the management of debris removal operations, the oversight of temporary debris storage and reduction sites, debris recycling and disposal. Emphasis on management and coordination of post debris causing event recovery and FEMA reimbursement guidelines are required.
- The Consultant shall report to the Debris Manager. The consultant shall perform work as assigned which may include but not limited to review of plans and procedures; drafting task orders; work plans and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.
- The Debris Manager will issue a task order to mobilize the Respondent to provide the Consultant. The

Consultant shall be available on site at the Debris Management Center for a minimum of two (2) weeks following mobilization. The Debris Manger shall establish the service requirements and length of time those services are needed based ono needs of the County.

**C. Employment Requirements:**

(A) The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

(B) All Loading Site, Management Site, Roving, and Supervising Monitors must speak English, be a minimum of eighteen (18) years of age, and have a valid driver's license issued in the United States.

(C) All Loading Site, Management Site, Roving, and Supervising Monitors must have experience in at least one of the following:

- Entry level engineer
- Solid waste site operations
- Construction inspector
- Land clearing operations
- Entry level surveyor
- Solid waste collections
- Previous experience in similar monitoring or inspection

(D) All Loading Site, Management Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of ten (10) feet high.

(E) All Loading Site, Management Site, Roving, and Supervising Monitors must attend a one-half day debris monitoring training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Respondent(s) and must be approved by the County.

**D. Sub-Contractors:**

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Manpower & Organization, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFQ Package. If no sub-contractors are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

**E. Operational Requirements:**



- (A) General Operating Procedures: The County has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within St. Johns County to designated debris management sites. Each load of eligible debris shall be tracked using a multi-page load ticket. The Debris Hauler or the Debris Management Center shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Respondent(s).
- (B) Within forty-eight (48) hours of the issuance of the Work Authorization, the Respondent(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations at up to fifteen (15) debris loading sites located throughout St. Johns County. Additional sites may be added as debris removal efforts increase. The Respondent(s) must be prepared to provide a minimum of one (1) Loading site Monitor per site per day at a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of management sites in coordination with the debris removal contractor.
- (C) The Respondent(s) must be prepared to provide Roving Debris Monitors as needed to monitor and verify eligible debris removal functions. The Roving Debris Monitors must be prepared to operate a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week. The Debris Manager will determine the exact number and location of Roving Debris Monitors in coordination with the debris removal contractor and the Respondent(s).
- (D) The Respondent(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Management Site Monitors, and Roving Debris Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14-16) hours per day, seven days per week. Supervising Monitors are generally limited in number. The exact number will be determined by the type of operation and by the Debris Manager with the advice of the Respondent(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes:
- One (1) OVERALL SUPERVISOR to coordinate with the Debris Manager on a daily basis
  - One (1) SUPERVISOR for each fifteen (15) monitors
  - One (1) SUPERVISOR to coordinate office activities and supervise & manage damage investigation
- (E) The Respondent(s) shall provide all management, supervision, labor, logistical support, transportation, mobile communications equipment, computer equipment, safety equipment, digital cameras, video cameras, and other equipment necessary to initiate and to safely and accurately perform all of the County's debris monitoring activities. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times.
- (F) The Respondent(s) shall maintain and update the following:
- Log damages reported, damage corrections, and releases for work by either the property owner or the County;
  - Log tickets inventoried, issued and/or voided;
  - Tower logs of ticket information;
  - Map books issued by the County, marking work complete with the date and daily log of activities; and
  - Log ineligible debris piles.
- (G) **Monitoring Sites:** The Respondent(s) may have Loading Site Monitors stationed at designated "Control Points" chosen by the debris removal contractor and coordinated with the Debris Management Center the day before beginning the work. The "Control Points" must be kept to a management site. The Respondent(s) must be prepared to provide a minimum of two (2) Loading Site Monitors to be stationed at each "Control Point". As debris loads are completed, the Debris Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and at a minimum must contain either a street address or the nearest intersection to be valid. The Debris Management Site Monitor will estimate the volume of debris hauled at the debris management site.

## F. Safety and Health Standards

- (A) Whenever on a loading site or a debris management site, all personnel of the Respondent(s) must wear required safety equipment as necessary to comply with all OSHA, Federal, State, and local requirements. The following are **mandatory**:
- Hard hat
  - Reflective vest
  - Safety shoes
  - Long pants
  - Appropriate cold or rainy weather clothing
  - Eye and hearing protection
- (B) The Respondent(s) shall maintain a telephone contact list at each loading site and debris management site of the employees' supervisor, Debris Manager, Debris Management Center and nearest fire, police, and emergency medical facilities.
- (C) The Respondent(s) shall ensure that personnel of the Respondent(s) adhere to all appropriate site safety requirements.

#### **G. Other Considerations**

- (A) The Respondent(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent(s). Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.
- (B) The Respondent(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work of being sought through this RFQ.
- (C) The Respondent(s) shall be responsible for determining what permits shall be necessary to perform work under the proposed contract. Copies of all permits shall be submitted to the Debris Management Center before commencing work.
- (D) During the performance of this contract, the Respondent(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Respondent(s) or its subcontractors. Corrections of any such violations shall be at no additional cost to the County.
- (E) The Respondent(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Respondent(s). Such costs might include but are not limited to: site cleanup and remediation, fines, administrative and civil penalties, third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with federal, state or local environmental laws and regulations or nuisance statutes by Respondent(s), its subcontractors, or any other persons, corporations or legal entities retained by the Respondent(s) under this contract.
- (F) The Respondent(s) must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.
- (G) The Respondent(s) must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of the proposed contract.
- (H) Respondent(s) will supply door hangers and tags for ineligible debris. The County must approve the format for both. Door hangers will be distributed at the discretion of the County for all ineligible debris piles. See Section III; Item I; Pricing for payment information.
- (I) The Respondent(s) shall develop a policy and procedure manual and training course for monitors. The annual and training course must be submitted for approval by the County within sixty (60) days from notification of Notice of Award. Approval must be received prior to contract signing.
- (J) Annually, the debris hauler will present a daylong course in disaster recovery, policy and procedure. The Respondent(s) shall attend and participate in this course.
- (K) It shall be the responsibility of the Respondent(s) to certify that the Debris Hauler has collected all eligible debris in accordance with the County, State and Federal policies within specified geographical areas. The Respondent(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, the Debris Hauler certifies that all eligible debris on Street X has been collected and it is subsequently determined that none or only some of the debris on Street X has not been collected, the Respondent(s) shall be financially responsible for those costs incurred by the County to collect uncollected eligible debris on Street X that are not covered by or included within the County's disaster debris contracts.
- (L) The Respondent(s) shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

## H. Deliverables

- (A) The deliverables must be provided to the County at the completion of the contract. The deliverables shall include, but not be limited to, the following list. At its sole discretion, the County may add/or delete deliverables to meet the needs of the County.
- Original load tickets shall be boxed, bound by date and sorted by ticket number
  - Ticket logs including all information from ticket
  - Daily tower logs
  - List of all personnel with signatures and initials
  - Binder(s) with damage reports, completed repairs, and releases, if applicable.
  - Binder(s) with issues and final resolution.
  - Map books boxed by pass with daily logs.
  - List of tickets issued to monitors, by monitor, and list of lost/voided tickets.
  - Each debris removal may, at the discretion of the County, have a door hanger placed at each residence or street sign hanger placed at key intersections to indicate pickup has occurred. A report describing the location of hangers shall be provided to the County.
  - Each pile of ineligible debris will be tagged and a list compiled and submitted to the County. The County must approve format of the ineligible debris tag.
  - Daily Report – The Respondent(s) shall prepare and submit daily operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the Debris Manager. Each daily report shall contain the following minimum information:
    - (a) Correctly and accurately completed load tickets consistent with all reporting documents;
    - (b) The times of operation of all debris loading trucks;
    - (c) Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled.
  - Final Report – A final report will be prepared by the Consultant and submitted to the Public Works Director within thirty (30) days of completion of recovery operations. Recovery Operations includes closure and remediation of TDSRS and conclusions of all related operations. At a minimum this report will include: a discussion of disaster response requirements, results and recommendations for future disaster response.
- (B) All deliverables will be submitted both electronically in a PDF format and on paper.
- (C) The Respondent(s) shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the County reserves the right to determine record-keeping method in the event of non-conformity. The records shall be maintained for five (5) years after final payment has been made and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

## PART IV: CONTRACT REQUIREMENTS

**A. Insurance Requirements:**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

**1) Standard Contract for Service: \$500,000 or less with no unusual hazards**

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

**2) Major Contract for Service: \$500,000 or more with unusual or high hazards**

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**B. Licenses, Permits & Fees:**

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**C. Contract Agreement & Term:**

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated that St. Johns County will issue a professional services contract for the duration of the project.

The initial Contract Term for Disaster Debris Management Services shall be for four (4) years, with an option for four (4) one (1) year renewals upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. The extension of this Contract Agreement beyond the stated term shall be contingent upon satisfactory performance by the Contractor and the approval of the SJC Engineering Division, and Purchasing Department Manager. The County reserves the right to award more contracts if in its best interest.

In the event that a Contract Agreement is attached to the RFQ, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFQ, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFQ.

St. Johns County reserves the right to separately identify and bid as an individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to its audio, visual, and broadcast equipment.

**D. Governing Laws & Regulations:**

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

**E. Termination:**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

**F. Indemnification:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

**G. Trade Secrets:**

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**H. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**I. Use of County Logo:**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**PART V: REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS**

**A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFQ Package in response to this Request for Qualification. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFQ Packages received in response to this Request for Qualification shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFQ Package, each Respondent certifies that the Respondent has fully read and understands any and all instructions in the Request for Qualification, and has full knowledge of the scope, nature, and quality of work to be performed. All RFQ Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. RFQ Package Submittal Format:**

The RFQ Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

All RFQ Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Qualification Cover Page
2	Cover Letter
3	Manpower & Organization
4	Project Management and Consultation Team Credentials
5	Prior Experience and Performance in Industry
6	Demonstrate Response Time to Similar Projects
7	Administrative Information

**C. RFQ Package Components:**

All of the components outlined below must be included with each copy of the RFQ Package and submitted as follows: one (1) original and one (1) electronic disc OR one (1) USB flash drive containing one (1) PDF of the original documents on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation shall be exact order and format as shown below. No exceptions to this format will be accepted.

**Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package.** Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFQ.

**In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:**

**Section 1: RFQ Qualification Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address
- A brief statement of the respondent's understanding of the services required.
- Profile - Provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations

**Section 3: Manpower & Organization**

In this section, respondent shall provide documentation to fully demonstrate company experience, company organization, management structure, services offered, and any applicable industry recognitions.

Provide the following:

- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)
- Include a list of Sub-Contractors with credentials and related experience

**Section 4: Project Management and Consulting Team Credentials**

In this section, respondent shall provide documentation demonstrating the experience of the key consulting team and key management team members. Respondents shall provide the following: evidence of experience of key consulting and project management team members; Education credentials, professional licenses; relevant experience in handling similar projects in both size and scope. This may be submitted in the form of a resume for each employee who will be performing any aspect of work.

**Section 5: Prior Experience and Performance in Industry**

In this section, respondent shall provide documentation to fully demonstrate any and all prior experience and past performance in the required industry. Respondent shall demonstrate any and all services of scope as those described herein performed within the past five (5) years. Please provide the following information: brief description of services performed, total dollar value of services performed, and dates of services performed.

Specify the level of work experience, especially as it relates to the proposed Scope of Services. Respondents may provide supplemental documentation or information regarding services provided in the past. Demonstrate experience with FEMA programs and funding issues. Specify and include documentation for any instance(s) when FEMA refused a disbursement or required reimbursement from any past or current entities managed under your firm.

**Section 6: Demonstrate Response Time to Similar Projects**

In this section, respondent shall demonstrate the ability to respond to similar projects. Please provide documentation demonstrating the firm's adequate resources to support the scope of services contained herein and all current commitments.

**Section 7: Administrative Information**

Please include the following:

- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form
- Acknowledged Addenda



**PART VI: EVALUATION CRITERIA AND SCORE SHEET EXAMPLE**

**EVALUATION CRITERIA  
REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

**A. Manpower & Organization**

In this section, respondent shall provide documentation to fully demonstrate company experience, company organization, management structure, services offered, any applicable industry recognitions and required licensing.

*Manpower & Organization shall be graded on a scale of 0 – 25 points.*

**B. Project Management and Consultant Team Credentials**

Evidence provided that fully demonstrates experience in the required industry in similar projects of both size and scope, including the level of work experience for the key team members for both the management team and consulting team.

*Prior Experience in the Industry shall be graded on a scale of 0 – 15 points.*

**C. Prior Experience and Performance in Industry**

Evidence of a satisfactory record of performance in the required industry as it relates to the proposed scope of service, within the past five (5). Demonstrated experience in FEMA programs and funding issues.

*Prior Experience and Performance in Industry shall be graded on a scale of 0 – 20 points.*

**D. Demonstrate Response Time to Similar Projects**

Evidence provided that fully demonstrates the ability to respond with adequate resources and ability to locate and obtain additional work force to support the scope of services contained herein and all other current commitments.

*Demonstrate Response Time to Similar Projects shall be graded on a scale of 0 – 20 points.*

**E. Quality of Submittal**

Submittal package will be assessed for completeness and accuracy of providing the specified information in form and format in accordance with the RFQ instructions.

*Quality of Submittal shall be graded on a scale of 0 – 15 points.*

**ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**DATE:  
PROJECT:**

**CRITERIA RANKING:**

	A. Manpower & Organization	B. Project Management and Consultant Team Credentials	C. Prior Experience and Performance in Industry	D. Demonstrate Response Time to Similar Projects	E. Quality of Submittal	TOTAL 0-95
<b>Respondents</b>	0-25	0-15	0-20	0-20	0-15	

**SIGNATURE OF RATER:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PART VII:- ATTACHMENTS/FORMS**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND ONE (1) ELECTRONIC DISC OR ONE (1) USB FLASH DRIVE  
CONTAINING ONE (1) PDF OF THE ORIGINAL DOCUMENTS OF THE RFQ PACKAGE TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: April Johnston, Procurement Coordinator**

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

\_\_\_\_\_  
Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualifications to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ No: 16-42 Disaster Debris Management Services**. The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Respondent)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**REQUEST FOR PROPOSALS (RFP) NO: 16-45  
AUDITING SERVICES**

**St. Johns County Board of County Commissioners  
Conflict of Interest Disclosure Form**

Project (RFQ, RFP, BID) Number/Description: \_\_\_\_\_

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

---

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of rest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**PART VIII: OPTIONAL CHECKLIST**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFQ Qualification Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Manpower & Organization		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
	List of Sub-Contractors with credentials & related experience		
<b>Section 4</b>	Project Management and Consultation Team Credentials		
<b>Section 5</b>	Prior Experience in Industry		
<b>Section 6</b>	Ability to Respond Timely with Adequate Resources		
<b>Section 7</b>	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Acknowledged Addenda		




**PART IX: SEALED RFQ MAILING LABEL**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 16-42  
DISASTER DEBRIS MANAGEMENT SERVICES**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFQ"**

<b>SEALED RFQ • DO NOT OPEN</b>	
SEALED RFQ NO.:	RFQ 16-42
RFQ TITLE:	<b>DISASTER DEBRIS MANAGEMENT SERVICES</b>
DUE DATE/TIME:	<b>By 4:00PM June 2, 2016</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Johnston 500 San Sebastian View St St. Augustine FL 32084



**END OF DOCUMENT**



## St. Johns County Board of County Commissioners

Purchasing Division

May 9, 2016

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFQ No. 16-42 Disaster Debris Management

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

**Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine FL 32084.**

#### Timeline Modification:

1. Due to an advertisement error, the deadline for submitting questions is being re-scheduled from Thursday, May 19<sup>th</sup>, 2016 to Monday, May 23<sup>rd</sup>, 2016 by 5pm.

**RFQ Due Date remains June 2, 2016 at 4:00 P.M.**

**Acknowledgment**

Sincerely,

\_\_\_\_\_  
Signature and Date

April Johnston  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**