

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND
TETRA TECH, INC. FOR DISASTER DEBRIS MONITORING SERVICES,
NO. 14255**

This Agreement (referred as an “Addendum” or “Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Tetra Tech, Inc., a Foreign for Profit Corporation, authorized to do business in the State of Florida (“Contractor” or “Vendor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County desires to contract with a vendor to provide Disaster Debris Monitoring Services; and

WHEREAS, the County had a vendor to the provide these same services, but such vendor has indicated that they will no longer provide disaster debris monitoring services which leaves the County with a contractor just a short time before the start of hurricane season; and

WHEREAS, due to the short time before the start of hurricane season, there are exigent or emergent circumstances, and it would be in the best interest of the County to utilize a responsible Contractor who has been awarded a competitive contract with the City of Gainesville; and

WHEREAS, the Alachua County Procurement Code defines ‘piggyback’ as a form of intergovernmental cooperative purchasing where an entity extends the pricing and terms of a contract entered into by another entity, with some negotiation to terms not altering the scope; and

WHEREAS, pursuant to Section 22.3-302(12) of the Alachua County Procurement Code, the procurement of the goods and services need not be procured through a competitive procurement process when supplies or services are under contract with federal, state or municipal or any other governmental agency or political subdivision provided the vendor extends the same terms and conditions of the contract to the County; and

WHEREAS, the Contractor currently provides Disaster Debris Monitoring Services for the City of Gainesville (the “City”) following a competitive procurement process completed by the City (Request for Proposal (RFP) PWWM180069-DH), a copy of which incorporated herein and attached hereto as **Exhibit 1** (the “City Agreement”); and

WHEREAS, such solicitation, and resulting City Agreement, allows for purchases to be made by other governmental agencies within the State of Florida, provided purchases as governed by the same terms and conditions as the solicitation; and

WHEREAS, the disaster debris monitoring services to be provided to the City under the City Agreement are the same of those which may be desired and would be provided to the County, and there is not a need to alter or expand the scope of services/work; and

WHEREAS, the Contractor is willing and agrees to provide disaster debris monitoring services to the County, and agrees to extend to the County the same pricing, terms and conditions of the City Agreement; and

WHEREAS, the Parties agree to the terms and conditions of the City Agreement, except as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are correct and are incorporated into this Agreement.

2. **Scope of Services.** Pursuant to this Agreement, the Contractor agrees to provide the County with disaster management, recovery, and consulting services to support the oversight of debris removal contractors, as set forth and referenced in the City Agreement, a copy of which attached hereto as **Exhibit 1**, including but not limited to, that within Section II of Exhibit A of the City Agreement titled Scope of Services (hereinafter, the “Services”).

The Parties agree to be bound by the Terms and Conditions and Pricing of the City Agreement, including the Exhibits attached thereto, except as modified in this Paragraph 5 of this Agreement below. In the event of conflict between the provisions in Paragraph 5 below and the terms and conditions of the City Agreement, the provisions of this Agreement will prevail. Failure to physically attach in Exhibit 1 the City Agreement or its attachments, general terms, and appendixes, whether in part or in whole, shall not invalidate this Agreement but it shall be construed as if the particular document, provision or part was in fact attached. In the event of conflict, the documents related to the Services will be read in the following order of precedence: (a) this Agreement, (b) the City Agreement, and (c) any Work Order(s) issued by the County. As required under the City Agreement, during the term of this Agreement, the Contractor agrees to comply with the federally required contract provisions as stated in the City Agreement and required by FEMA.

3. **Term.** This Agreement is effective upon execution by both Parties (“effective date”) and continues through the term of the City Agreement, as may be renewed, or as otherwise earlier terminated by the Parties. No amendment of this Agreement shall exceed the term of the City Agreement and its renewal periods.

4. **Addendum.** The Parties agree to be bound by the terms and conditions of the City Agreement, with respect to the County’s purchase of or request for Services from the Contractor during the term of this Agreement, except for as modified or added below:

A. **References.** For the purposes of this Agreement, references in the City Agreement to the City of Gainesville any of its divisions, departments, agencies or employees will be read to reference to Alachua County, Florida or its divisions, departments, offices, or employees.

B. **Authorization for Services.**

1) The Parties agree the order of events for Services by the Contractor for the County will follow the same as those in Paragraph 4, titled Notice to Proceed, of the City Agreement, with the exemption that will utilize County forms for the Work Orders. A sample County Work Order and Amendment to Work Order are attached as **Exhibit 2** and **Exhibit 2A**.

2) The County makes no covenant or promise as to the amount or number of Services to be requested of Contractor under this Agreement, or that Contractor will perform any Services for the County during the term of this Agreement. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services on its own.

C. **Pricing and Invoicing Procedures.**

1) Pricing for the Services timely and completed by the Contractor for the County will be for a sum Not to Exceed amount of \$1,000,000.00 annually, based on the prices listed in the City Agreement, a copy of which is attached hereto as **Exhibit 3** and incorporated herein.

2) As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Services properly rendered and expenses due during the preceding 30 days, unless otherwise agreed in writing by the County. Contractor’s invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor’s invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion

as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the address listed in the notice section below. The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

- 3) The County may, at reasonable times and places, audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Agreement with and the Services to the County. Such books and records shall be maintained by the Contractor for a period of three years from the date of final payment under this Agreement and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- 4) The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

D. **Insurance:** During the term, Contractor will procure and maintain insurance of the types and in the minimum amounts detailed in **Exhibit 4** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit 4-A**.

E. **Indemnification:** **THE CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING THE ATTACHED EXHIBITS, AND ANY AMENDMENTS TO THIS AGREEMENT, AND FROM CONTRACTOR'S ENTRY ONTO PROPERTY OWNED BY ALACHUA COUNTY AND ANY AND ALL IMPROVEMENTS THEREON.** This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or

omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

F. Public Records: In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

- 1) Keep and maintain public records required by the County to perform the Services.
- 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
- 4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 384-3132 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

The County and the Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains proprietary, exempt, confidential, personal, or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

5. Termination.

- A. This Agreement may be terminated by the County due to (a) the failure of the Contractor to provide the Services within time specified, or (b) failure of the Contractor to carry out any obligation, term, or condition of this Agreement, or (c) the Contractor violates any of the covenants, agreements, terms or stipulations of this Agreement. The County Manager and his/her designee is authorized to provide notice of default on behalf of County. Failure to adequately address all issues of concern may result in termination. Termination shall be effective by delivery of notice to the Contractor specifying the date of termination.
 - B. County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
 - C. If funds to finance the Services become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
 - D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
6. **Amendment and Assignment.** This Agreement may not be modified or amended without the written agreement by the County and the Contractor. This Agreement shall not be assigned without the written consent of the County.
7. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Tetra Tech, Inc.
3475 E. Foothill Blvd
Pasadena, CA 91107

To County:

Alachua County Solid Waste
Gainesville, Florida, 32601
(352)

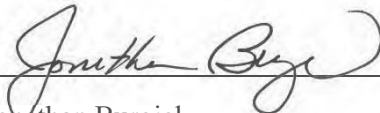
cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its Chair of the Board of County Commissioners who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: 

Print: Jonathan Burgiel

Title: Business Unit President

Date: April 26, 2024

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1 – CITY Agreement

*{Copy attached and incorporated herein RFP) PWWM180069-DH, CITY Agreement with Tetra Tech Inc
for Disaster Debris Monitoring Services }*

**SECOND AMENDMENT TO PRIMARY CONTRACT FOR DISASTER DEBRIS
MONITORING SERVICES**

THIS SECOND AMENDMENT is made and entered into this 7th day of June, 2023, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and TETRA TECH, INC. ("Contractor"), taken together shall be known as "Parties."

WHEREAS, the Parties entered into a Primary Contract for Disaster Debris Monitoring Services dated October 1, 2018 ("Contract"); and

WHEREAS, the Parties wish to extend the Contract through September 30, 2024.

NOW, THEREFORE, the Parties agree as follows:

1. This Second Amendment shall become effective upon signature.
2. The term of the Contract is extended through September 30, 2024.
3. Except as modified by this Second Amendment, all terms and conditions of the original Contract and First Amendment shall remain in full force and effect.
4. This Second Amendment, together with the original Contract and First Amendment, constitutes the entire agreement between the Parties.

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

TETRA TECH, INC.

Signature: *Jonathan Burgiel*
Jonathan Burgiel (Jun 1, 2023 11:47 EDT)
Jonathan Burgiel, Business Unit President

Date: Jun 1, 2023

CITY OF GAINESVILLE

Cynthia W. Curry
Cynthia W. Curry (Jun 7, 2023 10:34 EDT)
Cynthia W. Curry, City Manager

Date: Jun 7, 2023

Approved as to Form and Legality

David C. Schwartz
David C. Schwartz (Jun 1, 2023 16:44 EDT)
Assistant City Attorney

**FIRST AMENDMENT TO PRIMARY CONTRACT
FOR DISASTER DEBRIS MONITORING SERVICES**

THIS FIRST AMENDMENT is made and entered into this 27th day of SEPTEMBER, 2022, by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation (“City”), and TETRA TECH, INC. (“Contractor”), taken together shall be known as “Parties” .

WHEREAS, the Parties entered into a Primary Contract for Disaster Debris Monitoring Services dated October 1, 2018 (“Contract”), and

WHEREAS, the Parties wish to extend the Contract through September 30, 2023.

NOW, THEREFORE, the Parties agree as follows:

1. This First Amendment shall become effective upon signature.
2. The term of the Contract is extended through September 30, 2023.
3. Except as modified by this First Amendment, all terms and conditions of the original Contract shall remain in full force and effect.
4. This First Amendment, together with the original Contract, constitutes the entire agreement between the Parties.

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

TETRA TECH, INC.

Signature: *Jonathan Burgiel*
Jonathan Burgiel (Sep 26, 2022 14:09 EDT)

Print Name: Jonathan Burgiel

Title: Business Unit President

Date: Sep 26, 2022

CITY OF GAINESVILLE

Cynthia W. Curry
Cynthia W. Curry (Sep 27, 2022 12:37 EDT)

Cynthia W. Curry, Interim City Manager

Date: Sep 27, 2022

Approved as to Form and Legality

David C. Schwartz
David C. Schwartz (Sep 27, 2022 10:49 EDT)

Assistant City Attorney

**PRIMARY CONTRACT
FOR DISASTER DEBRIS MONITORING SERVICES**

This Contract is entered into this 15th day of October, 2018 by the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("City"), and TETRA TECH, INC., ("Contractor"). City and Contractor are jointly referred to as "Parties."

WHEREAS, the City issued a Request for Proposal for Emergency Disaster Debris Monitoring Services, RFP# PWWM 180069-DH; and

WHEREAS, the response of the selected Contractor 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 City shall have the means to be reimbursed for all eligible disaster recovery costs as determined or defined by FEMA and from appropriate Federal, State, and private agencies; and

WHEREAS, the Contractor has extensive experience in providing disaster monitoring services and shall provide said services in a professional manner in accordance with the terms and conditions of this Contract and the standards of care practiced by professionals performing similar services; and

WHEREAS the City awarded the contract for Primary Contractor to Tetra Tech, Inc. based on a competitive process.

NOW, THEREFORE, the parties mutually agree as follows:

1. Primary Contractor. Contractor is the Primary Contractor for Disaster Debris Monitoring Services during the term of this contract. In the event Contractor is unable to respond or perform, the City reserves the right to use the Secondary Contractor, or to seek bids from additional vendors in accordance with the City's Purchasing Policies and Procedures.

2. General Scope of Services. Contractor will provide disaster management, recovery, and consulting services to support the oversight of debris removal contractors. Contractor shall supervise, monitor, and document, in accordance with the most current 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. The Contractor will:
 - Provide disaster monitoring services of all City debris.
 - Obtain permitting of temporary debris storage and reduction sites.
 - Provide and set up truck scales at temporary debris storage and reduction sites.
 - Schedule work for all monitors on a daily basis.
 - Hire, manage and coordinate all field staff.
 - Perform record keeping of all debris quantities.
 - Provide updates for news media as required.

- Certify all contractor equipment.
- Provide City with daily updates on progress.
- Coordinate with City staff to respond to all problems including complaints from residents, business owners, etc.
- Perform total quantity reconciliation with the City and/or FEMA, FHWA or any other funding entity.

Contractor will perform these services as more specifically described in the Contract Documents.

3. Term. The Contract will be a four year contract utilized on an “as needed” basis with the option to be renewed for four additional one year terms if mutually agreed upon by both parties, within budgetary limitations, and at the same terms and conditions.
4. Notice to Proceed. Contractor’s responsibilities pursuant to this Contract will be activated only in the event of an emergency. City will issue a Notice to Proceed to Contractor. Within seventy-two (72) hours of the City’s issuance of the Notice to Proceed, the Contractor shall provide an adequate number of professionals and qualified personnel to monitor at least fifteen (15) debris loading sites and two (2) debris management sites. The Contractor shall also provide roving monitors as needed and dictated by demands of the emergency event. The Contractor shall be required to increase its staffing from this point depending upon the severity of the debris generating event. At a minimum, the Contractor shall be required to have the ability to provide one additional monitor per day if required to meet the needs of the debris haulers. Contractor shall provide debris monitoring services in accordance with the Contract Documents.
5. Scope of Services/Contract Documents. The terms and conditions of this Contract are set forth in the following documents (“Contract Documents”) which are referenced below and made a part of this Contract as if fully contained in this Contract:
 - This Contract
 - Super Circular Law and Appendices
 - Addendum #5 dated May 2, 2018
 - Addendum #4 dated April 30, 2018
 - Addendum #3 dated April 30, 2018
 - Addendum #2 dated April 26, 2018
 - Addendum #1 dated April 18, 2018
 - Section II., Scope of Services, City of Gainesville RFP #PWWM 180069-DH
 - City of Gainesville RFP #PWWM 180069-DH
 - Contractor’s Proposal dated May 8, 2018

In the event of a conflict between the Contract Documents, the order of priority is the same as listed above. In the event of a conflict within any one Contract Document, the specific will prevail over the general.

6. Federally Required Contract Provisions.
 - A. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub recipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of sub recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

G. Procurement of Recovered Material

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

H. Access to Records. The following access to records requirements apply to this contract:

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

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

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

I. DHS Seal, Logo, and Flags.

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

J. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

K. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

M. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms.

Requirement. The Primary Contractor must take all necessary, affirmative steps to assure that small and minority business, women's business enterprises, and labor area surplus firms are used when possible. *These steps are in addition to full and open competition* and must include, at a minimum, the following six affirmative steps.

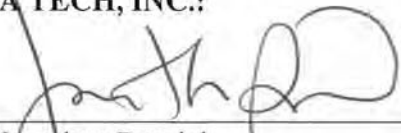
- (i) Solicitation Lists. The Contractor must place small and minority businesses and women's business enterprises on solicitation lists.
- (ii) Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- (iii) Dividing Requirements. The Contractor must divide total requirements, *when economically feasible*, into small tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- (iv) Delivery Schedules. The Contractor must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises.
- (v) Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business

Administration and the Minority Business Development Agency of the Department of Commerce.

7. The Contract Documents constitute the entire agreement between the City and Contractor with respect to the Work. In the event of conflict or inconsistency within the Contract Documents, the order of precedence for interpretation shall be the order in which the contract documents are listed above. In the event of conflict or inconsistency within a document, the more specific reference to the matter shall prevail.

IN WITNESS THEREOF, the parties have caused this Contract to be executed for the uses and purposes therein expressed effective as of the day and year first above written.


TETRA TECH, INC.:

By: 
Jonathan Burgiel
Title: Business Unit President

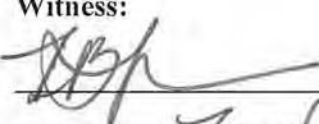
Witness:


Betty Kamara
print name: Contracts Manager

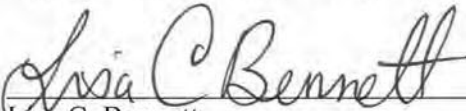
CITY OF GAINESVILLE:

By: 
Anthony Lyons
City Manager

Witness:


Zanorfa Lynch
print name: Zanorfa Lynch

Approved as to Form and Legality:


Lisa C. Bennett
Senior Assistant City Attorney

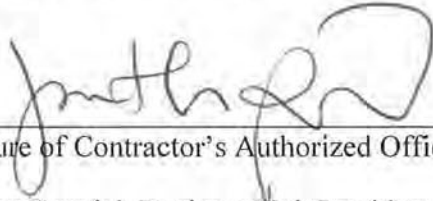
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned TETRA TECH, INC. certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, TETRA TECH, INC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

September 10, 2018

Date

EXHIBIT A



Issue Date: March 27, 2018

Pre-Proposal Conference will not be held

Bid Due Date: April 23, 2018 @ 3:00 p.m. local time

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING

RFP NO. PWWM-180069-DH

Purchasing Representative:
Diane Holder, Senior Buyer
Purchasing Division
Phone: (352) 334-5021
Fax: (352) 334-3163
Email: holderds@cityofgainesville.org

City of Gainesville
200 East University Avenue, Room 339 – Gainesville, Florida 32601

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**CITY OF GAINESVILLE
REQUEST FOR PROPOSALS FOR
DISASTER DEBRIS MONITORING**

SECTION I – REQUEST FOR PROPOSAL OVERVIEW & PROPOSAL PROCEDURES

RFP#: PWWM-180069-DH

**April 23, 2018
(Due Date)**

A. INTRODUCTION/BACKGROUND

The City of Gainesville (hereafter "City") is requesting proposals from qualified providers of Emergency Debris Monitoring Services, in accord with all statutes and rules issued by the Federal Emergency Management Agency ("FEMA"). Gainesville will score and rank the contractor proposals, and recommend that City Commission enter into a contractual agreement with the highest ranked contractor. By submitting a response to this proposal, a proposer agrees to be the contractor if awarded.

The City seeks to establish contractual arrangements with at least one (1) primary and up to three (3) additional qualified firms, hereinafter referred as Contractor(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 City reserves the right to award more contracts if in its best interest.

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	March 27, 2018
Pre-Proposal Conference	N/A
Deadline for receipt of questions	April 16, 2018
Deadline for receipt of proposals	April 23, 2018 (3:00 p.m. local time)
Evaluation/Selection process	Week of April 30, 2018
Oral presentations, if conducted	Week of May 14, 2018
Projected award date	June 7, 2018
Projected contract start date	TBD

C. PROPOSAL SUBMISSION

One original and 3 copies (a total of 4) of the complete proposal must be received by April 23, 2018 at 3:00 p.m. local time at which time all proposals will be publicly opened. In addition, proposer should provide one (1) electronic copy of their proposal in PDF format on a CD or USB flash drive. Electronic document should not be password protected, encrypted, etc.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Gainesville
General Government Purchasing
200 East University Avenue, Room 339
Gainesville, Florida 32601

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 7:00 a.m. and 6:00 p.m., local time, Monday through Thursday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after 3:00 p.m. (local time), April 23, 2018 will not be considered and will be returned unopened.

Both the Technical Proposal and the Price Proposal (Attachment B), if required to be submitted in a separate envelope, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to both Proposals. In the absence of a corporate seal, the Proposals must be notarized by a Notary Public.

The submittal of a proposal by a proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated fees.

D. PRE-PROPOSAL CONFERENCE – WILL NOT BE HELD

E. CONTACT PERSON

The contact person for this RFP is Diane Holder at (352) 334-5021 or email holderds@cityofgainesville.org in Purchasing. Explanation(s) desired by proposer(s) regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

F. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than the date specified in the RFP Timetable. The request must contain the proposer's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

G. LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date and time are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Commission.

J. ORAL PRESENTATION

The City may require proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein.

K. EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Proposer furnish the services or goods described herein, or negotiate an acceptable alternative.

L. TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

All proposals (including all documentation and materials attached to proposals or provided in connection with this RFP) submitted to the City are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this RFP (even if in a separate envelope)) submitted to the City cannot be returned. The City will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by proposer is/are correct and/or accurate. The City will notify proposer if a public records request is received and proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend the City, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees (including those of the City Attorney's office) incurred by the City by reason of any claim or action arising out of or related to proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in proposer's proposal (not including information in section L) will be disclosed, without any notice to proposer, if a public records request is made for such information.

Please be advised that proposer's proposal, including the information submitted in a separate envelope in accordance with the requirements set forth in this Section L, will be distributed to the Evaluation Committee members, City staff and City Contractors to allow proposer's entire proposal, including the information submitted in a separate envelope, to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal, including the information submitted in a separate envelope, may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the City will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

M. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, and gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

N. FEDERALLY REQUIRED CLAUSES

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Attachment A.

O. PUBLIC ENTITY CRIMES.

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

P. TIE BIDS.

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Coin toss

Q. DRUGFREE WORKPLACE.

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

SECTION II – SCOPE OF SERVICES

A. SCOPE

1. General

Proposals are being solicited for a Contractor to provide disaster management, recovery, and consulting services to support the oversight of debris removal contractors. The Contractor shall be capable of supervising, monitoring and documenting, in accordance with the most current 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. The Contractor will:

- Provide disaster monitoring services of all City debris.
- Obtain permitting of temporary debris storage & reduction sites.
- Provide and set up truck scales at temporary debris storage & reduction sites.
- Schedule work for all monitors on a daily basis.
- Hire, manage and coordinate all field staff.
- Perform record keeping of all debris quantities.
- Provide updates for news media as required.
- Certify all contractor equipment.
- Provide City with daily updates on progress.
- Coordinate with City staff to respond to all problems including complaints from residents, business owners, etc.
- Perform total quantity reconciliation with the City and/or FEMA, FHWA or any other funding entity.

The City reserves the right to select which specific services the Contractor(s) will provide and to add or delete services throughout the term of this agreement with mutual consent.

The City 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 Contractor(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 Contractor(s).

The response of the selected Contractor(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 City shall have the means to be reimbursed for all eligible disaster recovery costs as determined or defined by FEMA and 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 Notice To Proceed.

Within seventy-two (72) hours of the Notice to Proceed, the Contractor(s) shall provide an adequate number of professionals and qualified personnel to monitor at least fifteen (15) debris loading sites and two (2) debris management sites. The Contractor(s) shall also provide roving monitors as needed and dictated by demands of the emergency event. The Contractor(s) shall be required to increase its staffing from this point depending upon the severity of the debris generating event. At a minimum, the Contractor(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.

Contractor(s) will provide a subcontract plan including a clear description of the percentage of the work the contractor may subcontract out, and will limit the use of subcontractors to only those approved by the City.

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

Monitoring shall be done in compliance with the most current FEMA, FHWA, OSHA, City and other funding agency guidelines. All documentation and recordkeeping necessary for the City to receive full reimbursement from FEMA shall be performed and provided to the City in a digital format unless infrastructure damage to the area is so severe as to prevent the use of digital devices necessary for electronic documentation.

The Contractor(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 or liaison officer in the area of operation shall have full authority to act on behalf of the Contractor(s) and its subcontractors and all communications given to the project manager or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Contractor(s).

2. Monitoring Services

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

(A) The Contractor(s) shall provide assistance in developing City's Debris Management and Removal Plan specific to the emergency event.

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

(C) The Contractor(s) shall provide field monitors at designated locations to ensure that only eligible debris as determined or defined by FEMA is being removed and to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS) located or developed throughout City or the region, if necessary, as approved by the City. The Contractor(s) will be responsible for monitoring and certifying all of the City's authorized collection and disposal activities associated with the event. The Contractor(s) shall also identify and document all leaners, hangers and stumps, and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

(D) The Contractor(s) shall provide technical and permitting assistance associated with the need to locate additional TDSRS when requested by the City.

(E) The Contractor(s) shall perform the 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, affixing the appropriate decals or placards to each vehicle, and performing random verifications once a week to ensure that no vehicle modifications are made;
- 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 City staff or as required by State, Federal, or other involved agencies;

- Coordinating with the City's residential solid waste collection contractors in instances when the City directs the collections contractor to provide disaster debris collection services. The Contractor(s) will be responsible for measuring, documenting and placarding any collection contractor vehicles with tare weight and/or volume in compliance with FEMA reimbursement policies.
- Determining truck assignments and providing the necessary vehicle decals or placards for ease of identification and tracking;
- Ensuring that the debris removal contractor uses mechanical equipment to load and compact debris into trucks and trailers:
- Coordinating with City 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 and provide staff for the professional management of receiving complaints, inquiries, and/or damage claims;
- Investigating and documenting damage or other claims;
- Surveying the affected areas for special situations or emergency needs to include, but not be limited to, identifying tree stumps exceeding 24 inches in diameter and the management of root balls and associated cavities, hazardous trees (including leaners and hangers), construction and demolition debris, or other potentially hazardous situations relating to eligible costs as determined or defined by FEMA;
- 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 City regarding the hazard, remedial action, and post-event status;
- Providing color copies of zone maps to each Field Monitor and their hauler for each day's assigned area and recording on a map the streets where debris has been collected;
- Performing other duties as directed by designated City personnel.

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

(I) The Contractor(s) shall provide technical, clerical, and information technology consultation assistance to the City 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, as determined or defined by FEMA 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. The Contractor(s) will provide separate documentation for Federal Highway Administration Roads that were eligible for debris collection within the City.

(J) The Contractor(s) shall review and validate Debris Removal Contractor(s) invoices prior to submission to the City for processing. The Contractor(s) will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc. to support federal(FEMA), state and local reimbursements and subsequent audits. The Contractor(s) will be responsible for providing regular status updates to the City. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and

leaner information and images. All electronic reporting will be provided in a format acceptable to the City, and the City shall have access to the database to perform queries and produce reports.

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

3. Personnel

The Debris Monitoring Team to be provided by the Contractor(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 manage and supervise the debris monitoring services provided by the Contractor(s) and to serve as liaison between the Debris Manager and the Contractor(s). The Project Manager shall also:

- Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities;
- Provide Disposal Site Monitors to observe and record all debris loads entering the debris management sites, or exiting the sites for final disposal;
- Respond to and document issues regarding complaints, damages, accidents and issues involving debris monitoring personnel or debris removal personnel and ensure that they are reported to the City’s Debris Manager;
- Coordinate daily briefings with the City and contractors to include daily progress reports and staffing;
- Ensure the timely acquisition and retention of environmental authorizations and/or permits for debris management sites and final disposal;
- Review and reconcile debris removal and monitoring contractor invoices submitted to the City, and
- Ensure preparation and submission of interim status reports and a final report, as directed by the City.

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

- Verify that only eligible debris as determined or defined by FEMA is being removed from designated public rights-of-way and public property within assigned debris pickup 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;
- 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 locations designated by the Debris Management Center and to verify that only eligible debris as determined or defined by FEMA is being removed from designated eligible sites as determined or defined by FEMA within assigned debris pickup zones in City. The loading site monitor shall also:

- Provide documentation for all eligible debris removal activities from Federal Aid eligible roadways;

- Properly and accurately complete, and physically control, load tickets;
- Ensure that hazardous wastes are not mixed in loads;
- Ensure that only debris specified in the contract is collected;
- Ensure that debris removal contractors work only within their daily assigned area;
- Ensure that as the removal contractor completes a pass on each street it is marked off as a completed pass on the zone map of that area;
- Ensure proper documentation of hazardous stumps, hangers and leaners and their eventual removal is performed and maintained;
- Document and report activities to the City which may require remediation such as fuel spills, hazardous materials locations, and damages from debris removal operations occurring on public or private property.

(D) Disposal Site Monitors: The primary function of the Disposal Site Monitors is to complete the load ticket and record the weight, or if necessary estimate volumes that have been transported to the debris management site for processing storage, and disposal. Disposal Site Monitors shall also verify that all trucks leaving the Management Site have completely emptied all debris from the trucks. The City reserves the right to replace Disposal Site Monitors with its own personnel at TDSRS.

(E) Roving Monitors: The function of the Roving Monitors is to verify that only eligible debris as determined or defined by FEMA is being removed from eligible property as determined or defined by FEMA within assigned debris pickup zones in City. The Roving Monitors shall also photographically document hazardous trees (leaners and hangers) and provide breaks to other monitors if necessary. Depending on the severity of the storm, Roving Monitors may not be necessary.

(F) Debris Management Operations Manager

- The Contractor(s) shall provide, if requested by the City, the services of an experienced professional (Operations Manager) to assist the City 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 Operations Manager shall report to the Debris Manager. The Operations Manager shall perform work as assigned which may include but not be limited to review of plans and procedures; drafting task orders, work plans and reports; audit of Debris Removal Contractor efforts and operations; develop information for public dissemination on debris removal; reduction and disposal; and other duties as assigned.

4. 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, Disposal 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, Disposal Site, Roving, and Supervising Monitors shall be trained and possess skills adequate to fulfill the duties of the job. Loading Site and Disposal Site Monitors must have a high school diploma or GED, speak English, and be adequately trained on debris collection and management operations. The following types of experience are preferred, but not required:

- 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, Disposal Site, Roving, and Supervising Monitors must be capable of working in an outside environment and be able to climb a ladder ten (10) feet high.

(E) All Loading Site, Disposal Site, Roving, and Supervising Monitors must attend a one-half day debris monitor 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 Contractor(s) and must be approved by the City.

5. Operational Requirements

(A) General Operating Procedures: The City has contracts to remove and transport disaster debris from the public access roadways, rights-of-ways and public property within City to designated debris management sites. Each load of eligible debris shall be tracked electronically. In the unlikely event that damage to local infrastructure is so severe that electronic tracking is not practicable, or if requested by the City, each load shall be tracked using a multi-page load ticket. The Contractor shall provide the load tickets to be used. The load tickets shall be inventoried and logged by the Contractor(s).

(B) Within seventy-two (72) hours of the issuance of the Notice To Proceed, the Contractor(s) shall be prepared to provide qualified on-site personnel to monitor debris removal operations for at least fifteen (15) debris loading sites located throughout City. Additional sites may be added as debris removal efforts increase. The Contractor(s) must be prepared to provide a minimum of one (1) additional 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 Contractor(s) must be prepared to provide Roving Monitors as needed to monitor and verify eligible debris removal functions as determined or defined by FEMA. The Roving 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 Monitors in coordination with the debris removal contractor and the Contractor(s).

(D) The Contractor(s) shall provide a sufficient number of Supervising Monitors to supervise the work activities of the Debris Loading Site Monitors, the Debris Disposal Site Monitors, and the Roving Monitors. The Supervising Monitor(s) must be prepared to operate a minimum of fourteen to sixteen (14-16) hours per day, seven (7) 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 Contractor(s) for each specific event. Supervising Monitors will be provided for, but not limited to, the following purposes:

- One (1) SUPERVISOR for each fifteen (15) monitors
- One (1) SUPERVISOR to coordinate office activities and supervise & manage damage investigation

(E) The Contractor(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 City's debris monitoring activities. The Contractor shall also provide personnel or subcontractors with the expertise to install and

calibrate truck scales at TDSRS. Mobile communications equipment shall be sufficient to allow all monitors to remain in contact with dispatch and supervisor(s) at all times. The Contractor shall provide color zone maps of the city with streets designated as city, county, state, FHWA or private, unless the city opts to provide maps for the monitors to use. The Contractor(s) shall assure that a sufficient supply of replacement equipment and qualified personnel are available such that operational productivity shall not be affected in the event of equipment loss, damage or malfunction, or power loss.

(F) The Contractor(s) shall maintain and update the following:

- log damages reported, damage corrections, and releases for work by either the property owner or the City;
- log tickets inventoried, issued and/or voided;
- tower logs of ticket information;
- map books issued by the City, marking work complete with date and daily log of activities; and
- log ineligible debris piles.

(G) Monitoring Sites: Since many of the Loading Sites will be in neighborhood settings where visual sightlines are limited, the Contractor(s) will provide as many Loading Site Monitors as the city feels are necessary to ensure adequate coverage of the debris load haulers. This number may be as high as one Monitor for every two debris load haulers. As debris loads are completed, the Loading Site Monitor will give the debris load hauler a load ticket that validates where the material originated including the GPS location, and that it is eligible, as determined or defined by FEMA, 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 Disposal Site Monitor will weigh, or if necessary estimate the volume of debris hauled at the debris management site.

6. Safety and Health Standards

(A) Whenever on a loading site or a debris management site, all personnel of the Contractor(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
- Appropriate cold or rainy weather clothing

(B) The Contractor(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 Contractor(s) shall ensure that personnel of the Contractor(s) adhere to all appropriate site safety requirements.

7. Other Considerations

(A) The Contractor(s) shall supervise and direct all work using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor(s). Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform work under the terms of the proposed contract.

(B) The Contractor(s) must be duly licensed in accordance with federal and state statutory and regulatory requirements to perform the work being sought through this RFP.

(C) The Contractor(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 Contractor(s) shall be responsible for correcting any notices of violations issued as a result of actions or operations of the Contractor(s) or its subcontractors. Corrections for any such violations shall be at no additional cost to the City.

(E) The Contractor(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to the activities of the Contractor(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 City 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 Contractor(s), its subcontractors, or any other persons, corporations or legal entities retained by the Contractor(s) under this contract.

(F) The Contractor(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 Contractor(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) Contractor(s) will supply door hangers and tags for ineligible debris. The City must approve the format for both. Door hangers will be distributed at the discretion of the City for all ineligible debris piles. See Section 9.B. for payment information.

(I) The Contractor(s) shall develop a policy and procedure manual and training course for monitors. The manual and training course must be submitted for approval by the City 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 Contractor(s) shall attend and participate in this course. The Contractor(s) will be required to be able to recognize/verify hazardous waste, and understand how it is required to be packaged, transported, stored, labeled and disposed of in a compliant manner so as to insure FEMA reimbursement. The Contractor(s) will also be required to monitor and confirm that any storage sites used for hazardous materials are in compliance with state statutes and any FEMA guidelines; and will monitor and document any discharges of hazardous materials that occur under the Debris Removal Contractors' responsibility, and follow up to ensure that the contractor achieves FDEP cleanup compliance.

(K) It shall be the responsibility of the Contractor(s) to certify that the Debris Hauler has collected all eligible debris as determined or defined by FEMA in accordance with the City, State and Federal policies within specified geographical areas. The Contractor(s) shall be financially responsible for costs for collection, disposal and monitoring of all debris found in violation of the certification. For example, if 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 Contractor(s) shall be financially responsible for those costs incurred by the City to collect uncollected eligible debris on Street X that are not covered by or included within the City's disaster debris contracts.

(L) The Contractor(s) shall not direct the activities of the Debris Hauler unless directed in writing by the Debris Manager.

(M) The Contractor(s) shall complete all work within a reasonable length of time, relative to the scope of the event, as determined by FEMA.

8. Deliverables

(A) The deliverables must be provided to the City at the completion of the contract. The deliverables shall include, but not be limited to, the following list. At its sole discretion, the City may add/or delete deliverables to meet the needs of the City.

- All electronic files documenting the work that was performed
- Any original paper load tickets shall be boxed, bound by date and sorted by ticket number
- Ticket logs including all information from tickets
- 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 if applicable.
- Map books boxed by pass with daily logs if applicable.
- List of tickets issued to monitors, by monitor, and list of lost/voided tickets.
- Each pile of ineligible debris within an assigned work zone will be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.
- Daily Report – The Contractor(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:
 - (i) Correctly and accurately completed load tickets consistent with all reporting documents;
 - (ii) The times of operation of all debris loading trucks;
 - (iii) 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 Contractor 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 electronically and, if requested on paper.

(C) The Contractor(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 City reserves the right to determine record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

(D) Any operational or safety issues in the field.

9. Payment

(A) The unit price of all personnel to be provided by the Contractor(s) shall be at the Contractor’s standard billing rate.

(B) All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, supervisory tasks, record keeping tasks, reporting tasks,

quality control, verification/validation tasks, overhead, profits and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.

(C) No administrative, reporting and/or clerical expenses will be paid. Supervisory, record keeping, reporting, quality control, and verification/validation expenses are to be burdened to labor rates for the Project Manager, Supervising Monitors, Loading Site Monitors, Disposal Site Monitors, Roving Monitors, and/or the Debris Management Contractor. Billable time shall be limited to hours when debris hauling trucks are in operation. The Debris Manager shall determine the hours of true operation and shall specify a starting time for truck operation. The ending time of truck operation shall be determined by the truck load tickets.

(D) All load tickets, forms, reports and other deliverables shall be accurately and correctly submitted in the initial instance of submittal. The Contractor(s) shall not bill and shall not be paid for time spent by any personnel to correct a load ticket, form, report, or other deliverable.

(E) No overtime rates will be paid. The Debris Management Contractor will be compensated for actual hours worked at straight time.

(F) Payment Schedule – Invoices shall be for no more than 30 day periods, and will be processed for payment only after approval by the Debris Manager. The Contractor(s) shall be responsible for reviewing the debris hauler's deliverables and invoices and certifying their consistency with the Contractor(s)' deliverables and invoices and for resolving any discrepancies that may exist. Approval for payment shall not be granted until appropriate deliverables are received and determined to be correct, accurate and consistent by the Debris Manager.

(G) Payment of expenses considered incidental to the execution of the proposed contract are the sole discretion of the City. Examples of such expenses include but are not limited to the following: radio and/or television advertising, mass mailings, hanging of doorknockers, and roadside signs. Typically, those expenses related to public information on a City-wide basis would be considered incidental. Furthermore, a test the City will use in determining if an expense is considered incidental is how easily the expenses could have been foreseen by the City or Contractor(s). The more difficult to predict the expense(s), the more likely the expense will be considered incidental to the contract and paid separately from the contract. Issues listed in Section 7 (Other Considerations) will not be considered incidental to the contract. For example, tags for ineligible debris would not be considered incidental to the execution of this contract. Contractors may request in writing a predetermination of whether an anticipated cost(s) is incidental prior to submitting their bid in accordance with standard bidding procedures. The City reserves the right to be the sole judge in determining whether an expense is considered incidental to the execution of this contract.

(H) The Davis-Bacon Act, as amended, requires that each contract over \$2000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wage rates. A "wage determination" is the listing of wage rates and fringe benefit rates for each classification of laborers and mechanics, which the Administrator of the Wage and Hour Division of the U.S. Department of Labor has determined to be prevailing in a given area for a particular type of construction (e.g., building, heavy, highway, or residential).

Project wage determinations are issued at the specific request of a contracting agency; each is applicable to the named project only; and expires 180 calendar days from the date of issuance unless an extension of the expiration date is requested by the agency and approved by the Wage and Hour Division. If such a determination is not used in the period of its effectiveness, it is void. Project determinations are issued in response to contracting agencies submitting to the Wage and Hour Division a Standard Form 308

requesting a wage determination. Debris monitoring activities on federal roads for which cost reimbursement is being sought from the Federal Highway Administration may be subject to Davis-Bacon Act requirements. Debris monitoring activities to which Davis-Bacon Act requirements are applicable shall be reimbursed at the Contractor(s) hourly rate(s) as stipulated in the contract to be executed as a result of this RFP or at the prevailing wage rate as determined by Davis-Bacon Act procedures, whichever is higher. It shall be the responsibility of the Contractor(s) to submit a Standard Form 308 and/or other necessary form(s) to the Wage and Hour Division of the Department of Labor to request a Davis-Bacon Act wage determination. The wage determination secured from the Wage and Hour Division of the Department of Labor shall be provided by the Contractor(s) to the City. It shall additionally be the responsibility of the Contractor(s) to abide by all Davis-Bacon Act requirements and to be knowledgeable about the applicability of the Act. The Contractor(s) shall be financially responsible for any expenses denied reimbursement due to failure to adhere to Davis-Bacon Act requirements. Debris monitoring activities on federal roads for which cost reimbursement is being sought from the Federal Highway Administration may be subject to Davis-Bacon Act requirements. Debris monitoring activities to which Davis-Bacon Act requirements are applicable shall be reimbursed at the Contractor(s) hourly rate(s) as stipulated in the contract to be executed as a result of this RFP or at the prevailing wage rate as determined by Davis-Bacon Act procedures, whichever is higher. It shall be the responsibility of the Contractor(s) to submit a Standard Form 308 and/or other necessary form(s) to the Wage and Hour Division of the Department of Labor to request a Davis-Bacon Act wage determination. The wage determination secured from the Wage and Hour Division of the Department of Labor shall be provided by the Contractor(s) to the City. It shall additionally be the responsibility of the Contractor(s) to abide by all Davis-Bacon Act requirements and to be knowledgeable about the applicability of the Act. The Contractor(s) shall be financially responsible for any expenses denied reimbursement due to failure to adhere to Davis-Bacon Act requirements.

(I) Project Completion – The project will be considered completed when the Debris Manager accepts all work specified under this contract has been completed to his/her satisfaction and all eligible debris has been picked up within the jurisdictions of the City, and all damage and issues relating to the disaster recovery have been resolved, and any TDRS sites have been restored to their original condition, or at the sole discretion of the Debris Manager to meet the needs of the City.

10. Contract Terms – Contractor’s contract will include the following terms and conditions:

(A) Indemnification. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney’s fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission or negligence of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

(B) Insurance. Contractor shall provide proof of insurance in an amount as noted below:

Worker’s Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City

will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

(C) **Payment and Performance Bond.** Contractor shall, upon award of contract, provide the City with a Payment and Performance Bond in the form and manner set forth in Section 255.05, Florida Statutes, guaranteeing the performance of the work under this contract and the payment of all subcontractors, suppliers, and sub-subcontractors. For purposes of the Agreement, the contract price shall be deemed to be \$250,000.00.

(D) **Sovereign Immunity.** Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

(E) **Term.** The term of the contract will commence upon final execution and will continue for four years, subject to funding in subsequent fiscal years. At the end of the contract period, upon satisfactory performance, the City, may at its option, negotiate and extend the contract for four additional one year periods.

(F) **EVENT OF DEFAULT**

An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to as a breach, an Event of Default shall include the following:

- The Contractor has not delivered the services in the times indicated;
- The Contractor has not delivered the equipment in the times indicated;
- The Contractor has refused or failed to supply enough properly skilled staff personnel: the Contractor has failed to make prompt payment to subcontractors or suppliers for any services;
- The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- The Contractor has failed to provide adequate assurances as required below

When in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the services or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the services which the Contractor has not performed. In the event that the Contractor fails to provide the City the requested assurances within the prescribed timeframe, the City may:

- Treat such failure as a repudiation of this Agreement; and
- Resort to any remedy for breach provided in this agreement or at law, including but not limited to taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, data, and subcontracts.

(G) **NOTICE OF DEFAULT**

If an Event of Default occurs in the determination of the City, the City may so notify the Contractor, specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day

period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

(H) REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- The difference between the cost associated with procuring services and the amount actually expended by the City for re-procurement of the services, including procurement and administrative costs; and
- Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default and performance of the services. The City may also bring any suit or proceeding for specific performance or for an injunction.

(I) TERMINATION FOR CAUSE.

In the event the Contractor fails to cure a default within the time specified in the Notice of Default, the City may terminate this Agreement. In the event the City exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

- Stop work on the date specified in the notice
- Take such action as may be necessary for the protection and preservation of the City's materials and property
- Cancel orders
- Assign to the City and deliver to any location designated by the City any noncancelable orders for deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this agreement and not incorporated in the services'
- Take no action which will increase the amounts payable by the City under this Agreement.

Notwithstanding the above, the City reserves the right to immediately terminate Contractor and/or any subcontractor who:

- works outside the assigned areas; or
- fails to provide service in accordance with guidelines set forth by FEMA and the City of Gainesville;
- Solicits from or performs work for private citizens, commercial businesses or others in the assigned area during the period of this agreement, alters placards placed on certified trucks or trailers.
- Otherwise commits fraud, misrepresentation or material misstatements to City, FEMA or members of public.

In the event the City exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment portion of the Agreement, up to the Effective Termination Date, less any amounts owed to City for costs incurred by City as a result of the default of Contractor.

(J) Termination for convenience. The agreement may be terminated by City without cause upon 30 days prior written notice to the other party. In the event of termination, the Contractor will be compensated for services rendered up to and including the day of termination.

(K) Federally Mandated Contractual Terms. The parties acknowledge and agree that the federally mandated terms and conditions found in Attachment A shall be included in the Agreement between Contractor and City, and in any and all contracts between Contractor and any subcontractor or supplier.

(L) Applicable Law. The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue in the courts of Alachua County, Florida.

(M) Florida Public Records Act

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS SOLID WASTE MANAGER, 352-393-7961, joplinsh@cityofgainesville.org, P.O. Box 490 Mail Station 10, Gainesville, FL 32627.

SECTION III – PROPOSAL FORMAT AND EVALUATION PROCESS

A. PROPOSAL FORMAT AND CONTENT

Instructions to proposers: Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

1.0 Letter of Transmittal

The letter of transmittal shall include the following:

- a. Identification of the offering firm(s), including name, address and telephone number of each firm.
- b. Acknowledgment of receipt of RFP addenda, if any.
- c. Name, title, address, telephone and e-mail address of contact person during period of proposal evaluation.
- d. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2.0 Response Requirements

To properly evaluate each firm, the following materials and information should be submitted in each firm's response:

- Background and experience of the firm, especially as it relates to debris monitoring
- A listing of the firm's current contracts in Florida along with allocated and available resources in Florida, and an indication of the commitment and availability of staff and resources to the City of Gainesville.
- A description of the project team and the team's approach/methodology
- An organizational chart showing the proposed project team
- Resumes for each key member of the project team
- Management plan for the project
- Demonstrated understanding of the project

References and contact information for at least three other contracts where the firm performed disaster debris removal monitoring, including a brief description of the event, total cubic yards collected, total dollar amount of the contract, and corresponding amount reimbursed to the applicant.

A description of the firm's experience and success in filing and receiving Federal and State reimbursements.

A copy of their training course and procedure manual for monitors.

Price Proposal (Attachment B)

The Contractor's company shall be currently engaged in emergency disaster debris monitoring services on a full time basis, year round, for a minimum of three years, with dedicated management and administrative support staff, as well as in-house employees and company owned equipment. The Contractor may supplement in-house resources with private individuals or companies. The Contractor shall have the financial strength to assume extensive and large expenditures.

B. EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook which can be viewed at the following link:

<http://ggsp/FBATS/Purchasing/Policies.%20Procedures%20and%20Guides/PROFESSIONAL%20SERVICES%20EVALUATION%20HANDBOOK-2016-01-21.pdf>

The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to

meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 **Other factors**

The Other Factors to be considered will be the Fee proposals. Fee proposals will be 25 % of total score.

C. SELECTION PROCESS

The Contractor(s) will be selected from the qualified vendors submitting responses to this Request for Proposals. The selection process will be as follows:

1. Evaluators consisting of staff will review the written proposals. The evaluation process provides a structured means for consideration of all proposals.
2. Upon review and evaluation, the City may request oral presentations from the top ranked vendors. During the oral presentations, the vendors shall further detail their qualifications, approach to the project and ability to furnish the required services. These presentations shall be made at no cost to the City. Firms selected for further presentations should provide one (1) electronic copy of materials presented in PDF format on a CD.

3. Prior to final ranking of firms, the apparent top ranked vendor will be required to furnish proof to the City that it complies with the specifications.
4. The final ranking of firms will be in accordance with the procedures described in the City's Professional Services Evaluation Handbook. If required, the final ranking of firms will be presented to the City Commission. The City Commission will be requested to approve the recommended ranking and authorize negotiation and execution of the contract beginning with the top ranked vendor.
5. Provided that the City Commission approves the ranking and an award, the City will negotiate a contract with the top ranked proposer for the provision of Disaster Debris Monitoring. Should the City be unable to negotiate a satisfactory contract with the top ranked vendor, negotiations will be terminated with that proposer and negotiations will be initiated with the second most qualified proposer, and so on until a satisfactory contract is negotiated.

Attachment A

Super Circular Law & Appendices

2 C.F.R. §200.213 - Suspension and debarment

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

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the

non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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

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

Bidder's Signature

Date

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

RFP #: PWWM-180069-DH

DUE DATE: April 23, 2018
@ 3:00 pm local time

SEALED PROPOSAL ON: Disaster Debris Monitoring

IF YOU DO NOT BID

Please check the appropriate or explain:

- | | | |
|-------|----|--|
| _____ | 1. | Not enough bid response time. |
| _____ | 2. | Specifications not clear. |
| _____ | 3. | Do not submit bids to Municipalities. |
| _____ | 4. | Current work load does not permit time to bid. |
| _____ | 5. | Delay in payment from Governmental agencies. |
| _____ | 6. | Do not handle this item. |
| _____ | 7. | Other: _____ |
| | | _____ |
| | | _____ |
| | | _____ |

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

ATTACHMENT B PRICE PROPOSAL

(Based on a 500,000 cubic yard event for evaluation purposes)

Equipment/ Personnel	# People x Hrs/Day x Days/wk	Total Est. Hours for Event	Unit Price Per Hour	Extension
<i>(example)</i>	<i>2 x 12 x 7</i>	<i>2,016</i>		
Project Manager/Liason Officer				
Debris Mgt. Operations Manager (if requested)				
Engineer				
Environmental Consultant				
Environmental Field Technician				
GIS Analyst/Specialist				
Supervising Monitors with vehicle and phone				
Roving Monitors with vehicle and phone				
Loading Site Monitors with vehicle and phone				
Disposal Site Monitors with phone				
Call Center Operator				
Data Entry Clerk – Paper Ticket				
Total				
Scale at each TDSRS	#####	#####	#####	Billed at cost

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, supervisory tasks, record keeping tasks, reporting tasks, quality control, verification/validation tasks, overhead, profits, and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.



ADDENDUM NO. 1

Date: April 18, 2018

Bid Date: ~~April 23, 2018~~
May 2, 2018
at 3:00 P.M. (Local Time)

Bid Name Disaster Debris Monitoring

Bid No.: PWWM-180069-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

BID DUE DATE

The Bid Due Date is hereby extended until May 2, 2018 @ 3:00 PM (local time).

1. An addendum with responses to questions received is expected to be issued next week.
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



ADDENDUM NO. 2

Date: April 26, 2018

Bid Date: May 2, 2018
~~April 23, 2018~~
at 3:00 P.M. (Local Time)

Bid Name Disaster Debris Monitoring

Bid No.: PWWM-180069-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).
2. Section 1 Request for Proposal Overview & Proposal Procedures, B. RFP Time Table is revised as follows:

B. RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	March 27, 2018
Pre-Proposal Conference	N/A
Deadline for receipt of questions	April 16, 2018
Deadline for receipt of proposals	April 23 May 2, 2018 (3:00 p.m. local time)
Evaluation/Selection process	Week of April 23 May 7, 2018
Oral presentations, if conducted	Week of May 7 May 21, 2018
Projected award date	June 7, 2018
Projected contract start date	TBD

The following are answers/clarifications to questions received:

3. Question: Would the City consider waiving the Payment and Performance Bond (Item (C) on page 17)? Can we instead use our Professional Liability insurance in lieu of the bond (which typically apply to contractors, not professional services contracts)?

Answer: No. The Payment and Performance Bond requirement remains.

4. Question: Does the City want a list of current debris monitoring contracts or all recovery services contracts?

Answer: A list of the current debris monitoring contracts will be sufficient.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

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Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

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ADDENDUM NO. 3

Date: April 30, 2018

Bid Date: May 8, 2018
~~May 2, 2018~~
~~April 23, 2018~~
at 3:00 P.M. (Local Time)

Bid Name Disaster Debris Monitoring

Bid No.: PWWM-180069-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

BID DUE DATE

The Bid Due Date is hereby extended until May 8, 2018 @ 3:00 PM (local time).

1. An addendum with responses to questions received will follow.
2. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 3 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 3 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

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ADDENDUM NO. 4

Date: April 30, 2018

Bid Date: May 8, 2018
~~May 2, 2018~~
~~April 23, 2018~~
at 3:00 P.M. (Local Time)

Bid Name Disaster Debris Monitoring

Bid No.: PWWM-180069-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Copy of the black out period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

2. Question: On Attachment B, Price Proposal, the positions Supervising Monitors and Roving Monitors are listed as two separate line items although they fulfill the same tasks on a debris monitoring project. May proposers provide a price for one of these positions only, as the positions are duplicative? Alternatively, would the City consider updating the Price Proposal with the duplicate position removed?

Answer: Please provide a price for both positions. Our assumption was that on large event there might be a need for Roving Monitors to be available to fill in temporarily for bathroom breaks or other reasons such as accident or illness that might require replacing a monitor part way through the day. Roving Monitors would be distinct from Supervising Monitors who presumably would require a higher level of compensation due to their supervisory responsibilities.

3. Question: Can you please indicate whether the debris hauling contract is based on cubic yards or tonnage?
Answer: It is our intention to base the debris removal contract on tonnages, but we have also requested bids in cubic yards as well, in case we are unable to use scales when an event occurs.

4. Question: We are kindly requesting that the City waive the Payment and Performance Bond requirement as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following:

§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that

the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.*
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.*
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.*

Answer: The City prefers to keep the Payment and Performance Bond as a requirement to help ensure the contractor’s performance in the event of a disaster affecting multiple cities and counties throughout the state.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 4 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 4 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.



ADDENDUM NO. 5

Date: May 2, 2018

Bid Date: May 8, 2018
~~May 2, 2018~~
~~April 23, 2018~~
at 3:00 P.M. (Local Time)

Bid Name Disaster Debris Monitoring

Bid No.: PWWM-180069-DH

NOTE: This Addendum has been issued only to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Please find attached:
 - a) Copy of the blackout period information (Financial Procedures Manual Section 41-423 Prohibition of lobbying in procurement matters).

The following are answers/clarifications to questions received:

2. Question: Per the attached Addendum 4, the City will not waive the Payment/Performance Bond requirements.

Pulled from the RFP:

“Contractor shall, upon award of contract, provide the City with a Payment and Performance Bond in the form and manner set forth in Section 255.05, Florida Statutes, guaranteeing the performance of the work under this contract and the payment of all subcontractors, suppliers, and sub-subcontractors. For purposes of the Agreement, the contract price shall be deemed to be \$250,000.00.”

We understand the City’s desire to ensure the firm selected for this project is financially solvent and will be available to manage a multi-million dollar debris monitoring program in the event of a disaster. As this is a four (4) years prepositioned/standby contract (possibly 8 years if extended) that is intended to be activated after a disaster event, we are respectfully requesting the City to consider requiring the Payment and Performance Bond upon contract activation versus contract award. Should the City decide not to accept this request, will the awarded Contractor be able to invoice the City for the cost to maintain the Payment and Performance Bond for the term of the contract?

Answer: The City amends the requirement for a Performance Bond. It will only be required upon contract activation. The City waives the requirement for a Payment Bond and Bid bond.

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 5 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 5 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____ FINANCIAL SERVICES
GAINESVILLE PROCEDURES MANUAL

41-423 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the black out period as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

Exhibit 2: Work Order/Notice to Proceed (Sample)

WORK ORDER/NOTICE TO PROCEED

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR: _____

CONTRACTOR'S ADDRESS: _____

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, set out in the certain Agreement of _____ between the County and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- drawings/plans/specifications
- scope of services
- special conditions
- _____

The Contractor shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above or upon issuance of and shall substantially complete within _____ (____) calendar days of this Work Order with Final Completion occurring _____ (____) calendar days after Substantial Completion.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a fixed fee basis

(b) The Contractor shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$ _____). In no event shall the Contractor be paid more than the Fixed Fee Amount.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any Services by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the Services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

WORK ORDER NO: _____

CONTRACTOR:

Witness

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

ALACHUA COUNTY, FLORIDA:

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit 2A: Work Order/Notice to Proceed Amendment (Sample)

AMENDMENT # _____
 NTP/Project # _____
 Date Issued: _____
 Professional: _____
 Invoicing Reference # _____
 Contract Manager: _____
 Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: _____ (_____ days after issuance of this Work Order)
 New Completion Date: _____ (_____ days after issuance of this Work Order)
 Not valid until signed by County

ALACHUA COUNTY:

By: _____
Title: _____
Date: _____

CONTRACTOR:

By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit 3: Pricing Schedule

PRICE PROPOSAL

(Based on a 500,000 cubic yard event for evaluation purposes)

Equipment/ Personnel	# People x Hrs/Day x Days/wk	Total Est. Hours for Event	Unit Price Per Hour	Extension
<i>(example)</i>	<i>2 x 12 x 7</i>	<i>2,016</i>		
Project Manager/Liason Officer	1 x 12hr x 40 days	484*	\$75.00	\$ 36,300.00
Debris Mgt. Operations Manager (if requested)	As needed	0	\$70.00	0.00
Engineer	1 x 1hr x 1 day	1	\$90.00	\$ 90.00
Environmental Consultant	1 x 1hr x 1 day	1	\$85.00	\$ 85.00
Environmental Field Technician	1 x 1hr x 1 day	1	\$69.00	\$ 69.00
GIS Analyst/Specialist	1 x 1hr x 20 days	20	\$49.00	\$ 980.00
Supervising Monitors with vehicle and phone	3 x 12hr x 40 days	1,440	\$42.00	\$ 60,480.00
Roving Monitors with vehicle and phone	N/A	0	0	0.00
Loading Site Monitors with vehicle and phone	20 x 12hrs x 40 days	9,600	\$34.00	\$326,400.00
Disposal Site Monitors with phone	4 x 12hrs x 40 days	1,920	\$34.00	\$ 65,280.00
Call Center Operator	1 x 8hrs x 30 days	240	\$29.00	\$ 6,960.00
Data Entry Clerk – Paper Ticket	N/A	0	\$28.00	\$ 0.00
Total				\$496,644.00
Scale at each TDSRS	#####	#####	#####	Billed at cost

All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction, supervisory tasks, record keeping tasks, reporting tasks, quality control, verification/validation tasks, overhead, profits, and any other expenses necessary to the execution of a contract to be developed as a result of this RFP.

*The Project Manager total is for 40 days plus an additional 4 hours that may be needed after the operational period.

Exhibit 4: Insurance

**TYPE “A” INSURANCE
REQUIREMENTS “ARTISAN
CONTRACTORS / SERVICE CONTACTS”**

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tetra Tech, Inc. 3475 E Foothill Boulevard Pasadena CA 91107-6024 USA	INSURER A: American International Group UK Ltd AA1120187	
	INSURER B: Allied World Surplus Lines Insurance Co 24319	
	INSURER C: Zurich American Ins Co 16535	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570102303198 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL0181740605	10/01/2023	10/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 1857085 05	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000	Y	Y	62785232	10/01/2023	10/01/2024	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC254061605 AOS WC185708705 WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C		N/A			10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
B	Environmental Contractors and Prof			03120276 Prof/Poll-claims Made Cov SIR applies per policy terms & conditions	10/01/2023	10/01/2024	Each Claim Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract for Disaster Debris Monitoring Services
 Alachua County, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract. A Waiver of Subrogation is granted in favor of the Additional Insureds in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies as required by written contract. General Liability, Automobile Liability and Umbrella Liability evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions and as required by written contract. Stop Gap Coverage for the following States: OH, ND, WA, WY.

CERTIFICATE HOLDER	CANCELLATION
Alachua County, FL 12 SE 1st Street 3rd floor Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : 309





ZURICH[®]

Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

A. Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACTOR OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ANY CONSTRUCTION PROJECT EXCEPT A CONSTRUCTION PROJECT FOR WHICH A CONSOLIDATED (WRAP-UP) OR SIMILAR INSURANCE PROGRAM HAS BEEN PROVIDED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

EACH LOCATION, OTHER THAN CONSTRUCTION PROJECTS, OCCUPIED, OWNED OR RENTED BY THE NAMED INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I – Coverage A**, and for all medical expenses caused by accidents under Section **I – Coverage C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Scheduled Railroad: ALL CONTRACTS FOR WORK DONE FOR RAILROADS AS REQUIRED BY WRITTEN CONTRACT.</p>	<p>Designated Job Site:</p>
--	------------------------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

- 9. "Insured Contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: TETRA TECH, INC.</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: WC 2540616-05

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ of the California workers' compensation pre-mium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

POLICY NUMBER: WC 2540616-05

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO ADD AS AN ALTERNATE EMPLOYER IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Address

2. State of Special or Temporary Employment**3. Contract or Project**

ANY WRITTEN CONTRACT OR AGREEMENT.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO ADD AS AN ALTERNATE EMPLOYER IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Address**2. State of Special or Temporary Employment****3. Contract or Project**

ANY WRITTEN CONTRACT OR AGREEMENT.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 1817406-05

Effective Date: 10/01/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-05	10/01/2023	10/01/2024		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: WC 2540616-05

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company