

**CONTRACT FOR PROFESSIONAL SERVICES**  
**FOR DISASTER DEBRIS MONITORING**

**THIS CONTRACT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and DebrisTech, LLC, a Mississippi limited liability company, hereinafter referred to as the “Consultant”.

**WHEREAS**, the County desires to obtain professional services for Hurricane/Disaster-Field Debris Monitoring services and said services are more fully described in the County’s Request for Proposal (“RFP”) numbered NC23-034-RFP, attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, a copy of the Consultant’s Proposal is attached hereto as Exhibit “B” and made a part hereof; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibits “A” and “B”, and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits “A” and “B”.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

- Exhibit A** COUNTY’S REQUEST FOR PROPOSAL NC23-034-RFP (“RFP”), AS MODIFIED BY ADDENDA
- Exhibit B** CONSULTANT’S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY’S REQUEST FOR PROPOSAL NC23-034-RFP
- Exhibit C** INSURANCE REQUIREMENTS
- Exhibit D** FEDERAL PROVISIONS

**SECTION 3. Employment of the Consultant.**

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits “A” and “B”.

**SECTION 4. Scope of Services.**

4.1 The Consultant shall provide professional services in accordance with Exhibits “A” and “B”. The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibits “A” and “B” shall be considered additional services. The County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The County may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of

the Consultant, which shall not be unreasonably withheld. If unusual quantity requirements arise, the County may solicit separate bids to satisfy them.

**4.3** Time is of the essence with regard to each and every obligation of the Consultant. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**4.4** The Consultant will promptly notify the County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project; or if the Consultant uses or authorizes a third party to use County Materials beyond the license for use. The Consultant will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the County of the steps the Consultant is taking, or will take to do so, and the projected actual completion (or delivery) time. If the Consultant believes a delay in performance by the County has caused or will cause the Consultant to be unable to perform its obligations on time, the Consultant will promptly so notify the County and use commercially reasonable efforts to perform its obligations on time notwithstanding the County's delay.

**4.5** The County reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Consultant to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**4.6** Reserved.

**4.7** If the Consultant believes that any County restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Consultant shall immediately notify the County in writing,

indicating the specific restriction. The County reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the County.

**4.8** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the County's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be F.O.B Destination to any point within thirty (30) days after the County places an Order. The County assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the County's option, be returned at the Consultant's expense. Substitutions are not permitted. The Consultant, within five (5) days after receiving a purchase order, shall notify the County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Consultant suspension. The Consultant guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Consultant or any subcontractors, in connection with the Contract.

**SECTION 5. The County's Responsibility.**

**5.1** The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the *Public Works Director*, or designee, to act on the County's behalf under this Contract. The *Public Works Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate *three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Compensation.**

7.1 The Consultant shall be compensated based on services performed in accordance with the hourly rate schedule attached to Exhibit "B". Upon issuance of the Notice to Proceed, County and Consultant shall agree on the "not to exceed" amount which will be determined by the storm/event activation. Such agreement shall provide that if the Consultant performs services such that the amount payable under this Agreement reaches the "not to exceed amount",

Consultant will have the right to suspend performance of services until the parties agree to increase the amount of the “not to exceed amount”.

**7.2** The Consultant shall prepare and submit to the *Public Works Director* for approval, an invoice for the services rendered, with a copy provided to [pwinvoices@nassaucountyfl.com](mailto:pwinvoices@nassaucountyfl.com) and [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**7.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**7.4** Final Invoice: Consultant shall submit to County Consultant’s final/last billing to County clearly marked as “Final Invoice.” Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

**SECTION 8. Standard of Care.**

**8.1** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's reasonable discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the reasonable discretion of the County do not meet the foregoing standard of care.

**SECTION 9. Equal Opportunity Employment.**

**9.1** In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 10. Access to Premises.**

**10.1** The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

**SECTION 11. Funding.**

**11.1** The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

**12.1** The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

**13.1** The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**13.2** The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**13.3** The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

**14.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations, including all Federal Emergency Management Agency (FEMA) rules and regulations applicable to services rendered under this Contract. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and



**ANY TRIAL SHALL BE NON-JURY.** Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**14.2** The Consultant shall comply with applicable regulatory requirements including all federal, state, and local laws, rules, regulations, codes, orders, criteria, licensing requirements and standards.

**SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

**16.1** The Consultant shall not assign, sublet, convey or transfer its interest, rights, duties or obligations under this Contract without the prior written consent of the County. In the event of any assignment, the Consultant remains secondarily liable for performance of this Contract, unless the County expressly waives such secondary liability. The County may assign this Contract with prior written notice to Consultant.

**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further

agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 18. Termination for Default.**

**18.1** If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Withhold or suspend payment of all or any part of a request for payment;

- b. Require that the Consultant to refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- c. Exercise any corrective or remedial actions, to include but not be limited to:
  - (i) Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
  - (ii) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
  - (iii) Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or,
- d. Terminate this Contract.

**18.2** Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Consultant.

**18.3** The Consultant and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Consultant hereby assigns to the County any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

**18.4** Upon termination of this Contract pursuant to this Section, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process,

completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 19. Termination for Convenience.**

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 20. Reserved.**

**SECTION 21. Nondisclosure of Proprietary Information and Contingent Fees.**

21.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

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

**SECTION 22. Ownership of Documents.**

**22.1** The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**SECTION 23. Force Majeure.**

**23.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**23.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the

County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 24. Access And Audits of Records.**

**24.1** The Consultant shall maintain and make available adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least five (5) years after completion of work contemplated under this Contract. Copies of these documents and records shall be furnished to the County, its agents, employees or designee, County Clerk of Court, including any other agents of other State agencies or the Federal Government upon request as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant. Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subcontractors performing work on the project, and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of project costs.

**SECTION 25. Independent Consultant Status.**

**25.1** The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County. The County shall not be bound by any acts or conduct of the Consultant or its employees, agents, representatives, assignees, or subcontractors. The Consultant agrees to include this provision in all of its subcontracts under this Contract.

**25.2** The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire

assistants as subcontractors, or to use employees to provide the services required by this Contract.

**25.3** The County acknowledges that the Consultant and the debris removal contractor are not partners or joint ventures with each other. The County further acknowledges that the Contractor's relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor, that the Contractor does not direct the operations of the debris removal contractor, does not have any control over the acts or operations of the debris removal contractor, and is not responsible for the acts or omissions of the debris removal contractor.

**SECTION 26. Indemnification and Limitation of Liability.**

**26.1** The Consultant shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the County, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Consultant, its agents, employees, partners, or subcontractors. Further, the Consultant shall fully indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

**SECTION 27. Insurance.**

**27.1** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or



comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**27.2** The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, either party (the "Initiating Party"), in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the Initiating Party elects to use the dispute resolution process under this section, the Initiating Party shall send a written communication to the other party (the "Receiving Party") pursuant to Section 35 hereinbelow. The written notification shall set forth the Initiating Party's interpretation of the terms of this Contract.

**28.3** The Initiating Party shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than thirty (30) days from the date that the Initiating Party's written communication was sent to the Receiving Party. The

Receiving Party may submit a written response to the Initiating Party's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**28.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. A single mediator shall be mutually selected by the parties and the cost of mediation shall be borne equally by the parties. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**

**29.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**29.2** The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the

Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

**29.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 30. Public Records.**

**30.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. 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 Consultant does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant.

If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract. The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

**SECTION 32. Public Entity Crimes.**

**32.1** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**32.2** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**32.3** The County shall verify the Consultant and any subcontractor's against the Federal Excluded Parties List System to ensure the Consultant or subcontractor is not disbarred or excluded from receiving Federal contracts.

**SECTION 33. Anti-Discrimination.**

**33.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.**

**34.1** The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

**35.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery

service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Doug Podiak, Public Works Director  
45195 Musslewhite Road  
Callahan, Florida 32011

Consultant: DebrisTech, LLC  
Attn: Brooks Wallace, President  
923 Goodyear Boulevard  
Picayune, MS 39466

**SECTION 36. Attorney's Fees.**

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 37. Authority to Bind.**

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.



**38.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**38.4** The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

**SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

**41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

**41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 42. Change of Laws.**

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

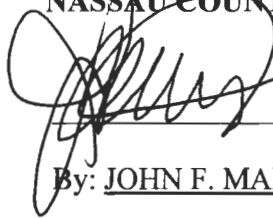
**SECTION 43. Scrutinized Companies.**

43.1 The County may, at its option, terminate the Contract if the Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

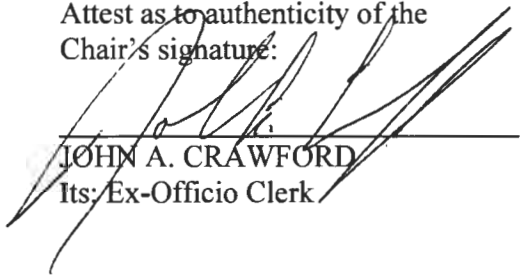


By: JOHN F. MARTIN

Its: Chairman

Date: 10-14-24

Attest as to authenticity of the  
Chair's signature:

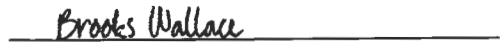


JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

Denise C. May, Esq., BLS  
DENISE C. MAY

**DEBRISTECH, LLC**



By: BROOKS WALLACE

Its: President

Date: 8/22/2024

**EXHIBIT "A"**  
**COUNTY'S REQUEST FOR PROPOSAL**

**REVISED**

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS (RFP)**

**HURRICANE/DISASTER – FIELD DEBRIS MONITORING**

**RFP NO. NC23-034-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**MAY 18, 2023 @ 10:00 A.M.**

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS (RFP)**

**HURRICANE/DISASTER – FIELD DEBRIS MONITORING**

**RFP NO. NC23-046-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**MAY 18, 2023 @ 10:00 A.M.**

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## **SECTION 1: PROJECT INFORMATION**

### **1.1 PURPOSE:**

The County is seeking proposals for Field Debris Removal Monitoring Services and Fixed Site Debris Staging, Reduction, and Disposal Monitoring to assist the County with Post-Disaster Debris Management ( "Consultant", "Respondent", or "Vendor"). The Consultant will be compensated on specific rates of pay per position dedicated and working on the County job.

It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the County. The term of the contract will be for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms.

This solicitation will result in the selection of multiple experienced firms to perform monitoring functions on the removal, reduction, and lawful disposal of disaster-generated debris (other than household garbage) from public property, public rights-of-way, and at Temporary Debris Staging and Reduction Sites (TDSRS) in Nassau County, Florida, immediately after a tropical cyclone or other disaster.

### **1.2 BACKGROUND:**

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south. The county's location in the northeast corner of Florida, climate, natural features, and built environment make the jurisdiction susceptible to natural and man-made hazards including severe thunderstorms, tropical cyclones, tornadoes, wildfires, and infectious disease. Its low elevation and myriad of creeks contribute to countywide riverine flood risk and the concave Atlantic coastline increase the threat of storm-tide flooding. From mid-2015 to mid-2020 Nassau County experienced impacts from nine named tropical systems, eight other significant flood events, three tornadoes, 171 wildfires of various magnitude, and three public health emergencies.

## **SECTION 2: SCOPE OF SERVICES**

### **2.1 PROJECT DESCRIPTION:**

The firm must be capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large, wide-spread area in a timely and cost-effective lawful manner. The successful proposer(s)/(Monitoring Consultant) must be capable of assembling, directing, and managing a work force that can complete



debris monitoring operations. The Monitoring Consultant's personnel must be familiar with FEMA debris removal eligibility criteria.

When a major disaster occurs or is imminent, the County will contact the Monitoring Consultant to advise them of the County's intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris collection and removal from public streets and roads, public rights-of-way, County properties and facilities, and other public sites.

In preparation for an imminent tropical cyclone, and/or other natural disaster, monitoring crews may be asked to stage outside the forecasted impact area.

The County, upon contacting the Monitoring Consultant, will issue a purchase order and work task assignment. The issuance of the purchase order will allow the Monitoring Consultant to begin response preparations. The Monitoring Consultant will also begin coordination with County's Debris Removal Contractor and County Emergency Management Personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The Monitoring Consultant shall have a maximum of 25 hours from notification by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Monitoring Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations, in compliance with applicable guidelines to comply with the applicable requirements for state or federal reimbursement. Disposal of debris will be at the County's or the contractor's approved sites. The Monitoring Consultant will be responsible for overseeing the lawful disposal of all debris and debris- by-products generated during reduction at all debris management sites.

## **2.2 SCOPE OF WORK:**

Provide Fixed Site Debris Monitors, Field Debris Removal Monitors, Debris Monitoring Supervision, and Management to assist the County with oversight of debris removal services related to tropical cyclones and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, assessing debris eligibility at collection sites, documenting debris quantities, and verifying debris processing volumes, not professional engineering services. The Monitoring Consultant's personnel must be well-versed with FEMA's current debris removal eligibility criteria. All debris monitoring activities are to be in compliance with current FEMA guidance (i.e. the PAPPV4 and Public Assistance Debris Monitoring Guide 2021) and all applicable State, Local, and Federal regulations.

The Debris Monitoring Consultant must:

- Fully understand all phases of disaster debris management operations, including those taking place at loading sites, permitted Debris Management Sites (DMS) and Temporary Debris Storage and Reduction Sites (TDSRS), and final disposition sites.
- Be able to differentiate among multiple types of disaster-generated debris
- Have the capability to estimate debris quantities accurately and objectively
- Be able to properly complete load tickets and maintain data electronically

- Understand site safety requirements and procedures
- Possess previous Disaster Debris Monitoring experience.

The Monitoring Consultant will provide:

### **Fixed Site Debris Monitors:**

Personnel to oversee the measuring, unloading, and reduction of debris at TDSRS. Fixed Site Debris Monitors will verify hauler capacity and document load quantities at each TDSRS. Per Federal Policy Guidance services shall include:

A minimum of one Tower/Site Monitor is required at each TDSRS to document load quantities and verify that trucks are emptied. Additional Tower/Site Monitors may be needed at exit points to verify trucks are completely emptied and at TDSRS reduction locations to document and verify production rates. Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by Consultant trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all Consultant trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

### **Field Debris Monitors**

Consultant will perform on-site, street-level debris monitoring at all debris loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. One Debris Loading Site Monitor shall be provided for each loading site and responsible for observing the collected debris, verifying the debris as eligible, and documenting the debris loaded. Consultant may also provide Roving Monitors who follow a debris collection truck throughout the day or checks multiple loading trucks and produces a Roving Monitor report. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load and retaining a copy of each load ticket issued
- Checking the area for safety considerations such as downed power lines or children playing in the area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely; immediately notifying supervisors of concerns regarding the safe operation of trucks and equipment.

- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or for transportation to a separate site for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting and reporting to field supervisor any damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs, information about owner, and circumstances of the damage (who, what, when, and where).
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

### **Operations Manager:**

Consultant will provide project management to oversee debris monitoring activities. Services will include:

- Oversight and Supervision of Monitor field activity
- Clerical Support personnel
- Scheduling of Monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

### **2.3 WORK HOURS AND SAFETY STANDARDS:**

Work hours during a declared LSE or disaster are based upon the incident's Operational Periods, which are dependent upon the incident type, magnitude, and progression. Operational Periods may be longer than 12 hours and may continue for days or weeks.

**2.4 TERM OF AGREEMENT/CONTRACT:**

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Respondent.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The selected Respondent shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

**SECTION 3: QUALIFICATIONS AND EXPERIENCE**

The County is seeking Fixed Site Debris Monitors, Field Debris Monitors, Debris Monitoring Supervision and Management to assist the County with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services.

The Consultant shall have similar experience in Florida and be familiar with all State and FEMA criteria.

**SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**

**4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:**

The County’s intended schedule for the project (tentative and subject to change): All times shown are Eastern Standard Time (EST).

<b>Event</b>	<b>Date</b>	<b>Time</b>
RFP Available on PlanetBids	April 14, 2023	
Deadline for Questions	April 28 , 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	May 5, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	May 18, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of June 5, 2023	TBD
Interviews of Shortlisted Firms (If needed)	Week of June 19, 20223	TBD
BOCC Award/Approval	TBD	

#### **4.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):**

Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than time and date listed in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on the time and date listed in Section 4.1.

#### **4.3 PRE-SUBMITTAL MEETING AND QUESTIONS:**

Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)**

#### **4.4 ADDITIONAL INFORMATION/ADDENDA:**

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

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

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment Form attached hereto as Attachment A.

#### **4.5 RESPONSE FORMAT:**

To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing

your response, the County's selection criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

### **TAB 1 – Cover Letter**

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be by an authorized person that can legally bind the Respondent in this engagement.

### **TAB 2 – Table of Contents**

Include a clear identification of the material included in the proposal by page number.

### **TAB 3 – Experience and Qualifications**

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working for a governmental entity with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

### **TAB 4 – References**

Provide a minimum of three (3) examples of similar projects with applicable reference information. References should include the following information:

- Client name, address, phone number, and e-mail address
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past five years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

**TAB 5 – Rate Schedule**

Provide a proposed rate schedule.

**TAB 6 – Attachments/Administrative Information**

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information in the above order. Failure to do so may diminish the proposal's score.

**4.6 INTENT:**

It is the intent of Nassau County to issue a Standard Contract for Professional Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any person(s) responding to this Request for Proposals will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

**4.7 RFP PROCESS EXPENSES:**

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Consultant. It is further understood no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

**4.8 PUBLIC ENTITIES CRIMES:**

A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any

goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, 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 for “Category Two” in Section 287.017, Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

**4.9 ASSURANCE:**

The Respondent, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 5. EVALUATION AND SELECTION**

**5.1 EVALUATION/SELECTION COMMITTEE:**

A Selection/Evaluation Committee will be appointed to select the most qualified Respondent. The evaluation/selection committee will be responsible for evaluating and ranking each proposal based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked proposals. A 100-point formula scoring system will be utilized.

**5.2 CRITERIA:**

	<b><u>Point Range</u></b>
<b>Firm Experience and Expertise</b>	
Previous related work experience and qualifications. Demonstrated knowledge and understanding of the Scope of Work, the County and its Emergency Management operations	0-25
<b>Financial Stability</b>	
Respondents are encouraged to submit in brief and concise form evidence of financial capacity, qualifications of key personnel to be	0-25



assigned on this job, relevant experience, and your proposal for debris removal operations

**Resources and Methodology**

Overall approach and detailed plan for providing the services. 0-25  
 Consideration of services provided and approach to meeting goals and approach to meeting service objectives.

**Cost Proposal** 0-25

**Total** **0-100**

**5.3 ORAL PRESENTATIONS:**

The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

**5.4 ORAL PRESENTATION SCORING:**

If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the scheduled presentation date.

**SECTION 6. CONTRACT PROCEDURES**

**PRESENTATION TO THE BOARD:**

The Emergency Management Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking.

The Remainder of this Page Intentionally Left Blank

**ATTACHMENT A  
ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period.	Addendum # _____ through # _____  Date:
Signature of Person Completing:	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<

**ATTACHMENT B  
SWORN STATEMENT  
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH RESPONSE

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

1. This sworn statement is submitted with Response, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ (entity submitting sworn statement), whose business address is \_\_\_\_\_ and its Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_ who is \_\_\_ personally known to me or \_\_\_ produced \_\_\_\_\_ as identification.

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

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

**ATTACHMENT C**

**Experience of Respondent**

**The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.**

1. **FIRM NAME:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**County/State/Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
**Name of primary contact responsible for work performance:** \_\_\_\_\_  
 \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

2. **INSURANCE:**  
**Surety Company:** \_\_\_\_\_  
**Agent Company:** \_\_\_\_\_  
**Agent Contact:** \_\_\_\_\_  
**Total Bonding Capacity: \$** \_\_\_\_\_ **Value of Work Presently Bonded: \$** \_\_\_\_\_

3. **EXPERIENCE:**  
**Years in business:** \_\_\_\_\_  
**Years in business under this name:** \_\_\_\_\_  
**Years performing this type of work:** \_\_\_\_\_  
**Value of work now under contract:** \_\_\_\_\_  
**Value of work in place last year:** \_\_\_\_\_  
**Percentage (%) of work usually self-performed:** \_\_\_\_\_  
**Name of sub-vendors you may use:** \_\_\_\_\_  
**Has your firm: Failed to complete a contract:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**  
**Been involved in bankruptcy or reorganization:** \_\_\_\_\_  
**Yes** \_\_\_\_\_ **No Pending judgment claims or**  
**suits against firm:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

\*Continues on Next Page\*

**4. PERSONNEL**

How many employees does your company employ: \_\_\_\_\_

Position/Category (List all)	Full-time	Part-time
Management		

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount:

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Date Completed:

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**REMINDER:  
THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG  
WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**



**ATTACHMENT D**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

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1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

“As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein.”

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_ by \_\_\_\_\_ who is \_\_\_ personally known to me or \_\_\_ produced \_\_\_\_\_ as identification.

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

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

## ATTACHMENT E

### FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

**Definition**

*Firm* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

***Age Discrimination Act of 1975***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

***Americans with Disabilities Act of 1990***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

***Byrd Anti-Lobbying Amendment***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants 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 an 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.

***Civil Rights Act of 1964 – Title VI***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

***Civil Rights Act of 1968***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

**Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and 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).

**Contract Work Hours & Safety Standards Act**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5).

**Copeland “Anti-Kickback” Act**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Respondents and Sub- Respondents 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 Respondent or sub-recipient 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.

**Davis-Bacon Act**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with *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 must comply 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”).

**Debarment and Suspension**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.),

which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**Energy Policy and Conservation Act**

All Suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Fly America Act of 1974**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Respondents, sub-respondents, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

**Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

**Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, Respondents, sub-Respondents, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35

U.S.C. § 200 et seq. All suppliers, Respondents, and sub-respondents, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials**

All suppliers, Respondents, and sub-Respondents, consultants, sub-consultants 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 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Terrorist Financing**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

**Rehabilitation Act of 1973**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Universal Identifier and System of Award Management (SAM)**

All suppliers, Respondents, sub-Respondents,

consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

**USA PATRIOT Act of 2001**

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Whistleblower Protection Act**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Termination Provisions**

Nassau County may terminate any resulting contract should the Respondent fail to abide by its requirements.

**Legal Remedies Provisions**

In instances where the Respondent violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

**Conflict of Interest Provisions**

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.



**Access to Records and Record Retainage** In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**Domestic Procurement Preference.** As appropriate and to the extent consistent with law, Nassau County Respondent should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).” For purposes of this clause, (i) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Telecommunications Huawei / ZTE Ban** 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

**ATTACHMENT F**  
**NASSAU COUNTY E-VERIFY FORM UNDER**  
**SECTION 448.095, FLORIDA STATUTES**

Project Name:

---

Bid No./Contract No.: \_\_\_\_\_

**DEFINITIONS:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **CONTRACT TERMINATION:**

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ATTACHMENT "F-1"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_(Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_(Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_(Name of Contractor Company Acknowledging), a \_\_\_\_\_(State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

**ATTACHMENT "F-2"**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

**ATTACHMENT G**  
**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

**WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE**

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer’s Liability Insurance

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee

\* If leased employees are used, policy must include an Alternate Employer’s Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Respondent/Vendor, insured Sub-Respondent/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Respondent/Vendor or Sub-Respondent/Vendor.

**PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor’s expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Respondent/Vendor shall require each of his Sub-Respondent/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation and Employer’s Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Respondent/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Respondent/Vendor’s insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, *except Workers’ Compensation and Professional*

*Liability*, are primary and noncontributory to any insurance maintained by the Respondent/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Respondent/Vendors on Your Behalf (CG2294 or CG2295).

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426).

CGL policy shall include broad form contractual liability coverage for the Respondent/Vendors covenants to and indemnification of the Authority under this Contract.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Respondent/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Respondent/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Respondent/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Respondent/Vendor, in which event, Respondent/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau



County Board of County Commissioners shall have the right to back-charge Respondent/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Respondent/Vendors coverage based on the evidence of insurance provided by the Respondent/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Respondent/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Respondent/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Respondent/Vendor's right under any policy with higher limits, and no policy maintained by the Respondent/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Respondent/Vendor should maintain. Respondent/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Respondent/Vendor or any Sub-Respondent/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Respondent/Vendor or Sub-Respondent/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Respondent/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

**ATTACHMENT I**  
**DRAFT CONTRACT**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the “Consultant”.

**WHEREAS**, the County desires to obtain professional services for \_\_\_\_\_. Said services are more fully described in the \_\_\_\_\_, attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

**SECTION 2. Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A** VENDOR'S SCOPE OF PROFESSIONAL SERVICES

**Exhibit B** INSURANCE DOCUMENTS

**SECTION 3. Employment of the Consultant.**

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

**SECTION 4. Scope of Services.**

4.1 The Consultant shall provide professional services in accordance with Exhibit "A".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

**SECTION 5. The County's Responsibility.**

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the \_\_\_\_\_, or designee, to act on the County's behalf under this Contract. The \_\_\_\_\_, or designee, under the

supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on \_\_\_\_\_. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Compensation.**

7.1 The Consultant shall be compensated in an amount not to exceed \_\_\_\_\_, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the \_\_\_\_\_, for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a

summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**7.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**7.4** Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

### **SECTION 8. Standard of Care.**

**8.1** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

### **SECTION 9. Equal Opportunity Employment.**

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 10. Access to Premises.**

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

**SECTION 11. Funding.**

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**13.2** The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**13.3** The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

**14.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**14.2** The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

**16.1** The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent



Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 18. Termination for Default.**

**18.1** If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**18.2** Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 19. Termination for Convenience.**

**19.1** The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 20. Nondisclosure of Proprietary Information.**

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

**SECTION 21. Contingent Fees.**

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

**SECTION 22. Ownership of Documents.**

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**SECTION 23. Force Majeure.**

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**23.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall

perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 24. Access And Audits of Records.**

**24.1** The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

**SECTION 25. Independent Consultant Status.**

**25.1** The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

**25.2** The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 26. Indemnification.**

**26.1** The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

**SECTION 27. Insurance.**

**27.1** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

**27.2** The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**28.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**28.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**

**29.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**29.2** The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

**29.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 30. Public Records.**

**30.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. 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 Consultant does not transfer the records to the County.



d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

**SECTION 32. Public Entity Crimes.**

**32.1** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 33. Anti-Discrimination.**

**33.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.**

**34.1** The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

**35.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

96135 Nassau Place  
Yulee, Florida 32097

Consultant: [Consultant Address]  
Attn: [Consultant Contact Person]  
[Consultant Address]

**SECTION 36. Attorney's Fees.**

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 37. Authority to Bind.**

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**38.4** The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

**SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

**41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

**41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 42. Change of Laws.**

**42.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either

party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to authenticity of the  
Chair's signature:

\_\_\_\_\_  
**JOHN A. CRAWFORD**  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**COMPANY'S NAME**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

TO: All Proposers  
FROM: Lanaee Gilmore, Procurement Director  
SUBJECT: Addendum #1  
Request for Proposals Number NC23-034  
Hurricane/Disaster - Field Debris Monitoring  
DATE: May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

**Questions and Answers**

- 1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

*Answer: Yes.*

- 2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

*Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.*

**The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST**

Attachment: Revised Cover Page for NC23-034.

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**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

**Vendor/Company Name** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**End of Addendum #1**



**REVISED**

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

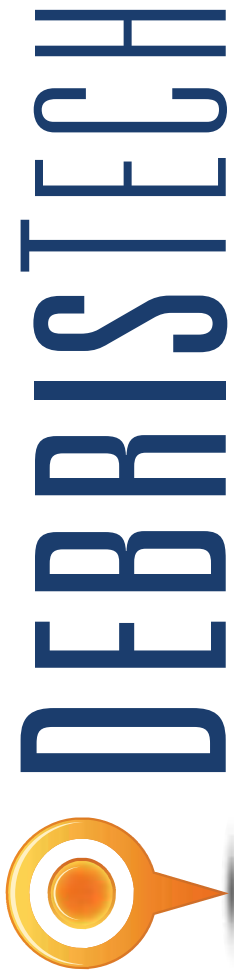
**REQUEST FOR PROPOSALS (RFP)**

**HURRICANE/DISASTER – FIELD DEBRIS MONITORING**

**RFP NO. NC23-034-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**MAY 18, 2023 @ 10:00 A.M.**



REQUEST FOR PROPOSALS NO. NC23-034-RFP  
HURRICANE/DISASTER -  
FIELD DEBRIS MONITORING

Due: Thursday, May 18, 2023 at 10:00 AM



**Prepared by:**

DebrisTech, LLC  
923 Goodyear Blvd  
Picayune, MS 39466

**Contact:**

Brooks Wallace, P.E.  
601-658-9598  
brooks@debristech.com

**Real-Time Data. Real-Time Recovery.**

[www.DebrisTech.com](http://www.DebrisTech.com)





# TAB 1 - Cover Letter

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# DEBRISTECH



May 18, 2023

Nassau County  
Board of County Commissioners  
96135 Nassau Pl., Suite 1  
Yulee, FL 32097

**RE: RFP No. NC23-034-RFP  
Hurricane/Disaster - Field Debris  
Monitoring**

To the Selection Committee Members of  
Nassau County,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding entities in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

**RECENT, SCALABLE EXPERIENCE:** DebrisTech has provided debris monitoring services in response to hundreds of contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-county projects following wide-spread natural disasters, including Hurricane Ian (2022), Kentucky Tornadoes (2021), Oklahoma Ice Storms (2020), and Iowa Derecho (2020). DebrisTech has responded to every contract activation and has never failed to respond within 24 hours to a contract activation since its formation.

**INDUSTRY-LEADING, COST-SAVING TECHNOLOGY:** DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris





operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and populates all required documents needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, pictures are taken of every load coming in and out or dump sites, these pictures are available but not required by FEMA. Other unique features are located in the **Industry-Leading Reports** section.

**e-Ticket** 001206810

Truck Num: 000091113

ROE Numbers:

Project: December 2021 Tornado Debris Removal Sub: County Waste

Prime: Ashbritt Owner: County waste

Contract: Road: Debris Type: C & D

Zone: Dawson Springs CS-2011 % Full: 75  
Capacity (CY): 74  
Pay (CY): 55.5

Load Info		Measurement Info		Disposal Info	
Time	Date	Time	Date	Time	Date
16:30:28	3/15/22	7:02:36	3/16/22	7:25:23	3/16/22
Loc: 37,1683, -87,6956		Loc: 37,1708, -87,5827		Loc: 37,1708, -87,5828	
Site ID:		Site ID: RIAFDS		Site ID: RIAFDS	
Mon: Joseph James Gray		Mon: Jacob Michael Todd		Mon: CHRISTOPHER ALLEN	

www.DebrisTech.com \*direct, (j)oute in miles. Truck Route Distance Provided by ArcGIS.com

**SIMPLE, COMPETITIVE PRICING:** DebrisTech's pricing structure is simple and straightforward. Since data is entered a single time and populates all required and supplemental documentation, it is DebrisTech's preference to only bid on field positions utilized in debris monitoring operations. Positions that have non-operational functions, such as Data Entry Clerks or Administrative Assistants, are not billed for as these positions' functions are embedded into DebrisTech's ADMS. An ADMS that is truly automated will not require these positions to be filled and all administrative support functions are absorbed by DebrisTech and not passed along to clients.

**REAL-TIME DATA, FIRST-CLASS SERVICE:** All of our data is accessible by our clients in real-time, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: **brooks@debristech.com**.



Thank you for your consideration,

**Brooks R. Wallace, P.E.**  
**Founder and Managing Principal**







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# DEBRISTECH





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