

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING**

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CLAUDIA SIMMONS
Chief, Purchasing

May 10, 2010

To: All Known Prospective Proposer's

ADDENDUM NUMBER 2:

Re: Disaster Debris Collection Specification PD 09-10.050

Gentlemen:

We recently sent you a Request for Proposal on the above-mentioned specification.

This Addendum #2 provides for Q & A's on the debris hauling as follows:

Q-1: On page 15 under Scope of Services it states that the contractor will examine debris to determine eligibility. I am assuming that means that we will be a "check" on this factor since the monitoring agency is required to make such calls.

A-1: This "Work" should be corrected to: 1) examining debris to check whether or not the debris is Eligible". [See Addendum #2 Attachment].

Q-2: Page 17 Paragraph 4. What about the coordination with the State Historic Preservation Officer, utility disconnects, and coordination with one call, etc?

A-2: Under this element, work shall consist of, and other associated costs necessary to decommission, demolish and dispose of utility disconnects and one call coordination is part of the other associated costs necessary to decommission, demolish and dispose of debris. Coordination with State Historic Preservation Office (SHPO) would fall under responsibility of the monitoring firm who is assisting the County.

Q-3: Form 1273 FHWA

A-3: 1273 is included in the RFP. It must also be part of the actual contract once signed.

Q-4: Are mileage ranges listed in Exhibit B, various numbered items, one-way or round-trips miles?

A-4: The mileage are one-way haul distances, from ROW to DMS or FDS.

Q-5: Is there an allowance for a fuel surcharge on the hauling to the permanent disposal sites: Is there a base price we should use in our bid and a standard adjustment formula? Should we specify our standard formula individually?

A-5: Currently, the County is not allowing a surcharge. If any extreme situation occurs with fuel costs the County Contractor and Fema will evaluate the situation at that time.

Q-6: What does the acronym "RACM" mean?

A-6: Regulated Asbestos Containing Materials.

Scope of Services

Under this contract, a number of services are contemplated including debris clearance, removal, reduction, and disposal. The County will work with the selected Contractor(s) to develop a scope of services and contract that is consistent with the specific scope of services awarded. The sections that follow are intended to provide Proposers with a detailed understanding of the County's requirements associated with disaster debris removal and disposal operations.

Debris removal work shall consist of clearing and removing any and all "Eligible" debris as most currently defined (at the time written Task Orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Any debris quantities that are in question with regards to eligibility should be brought to the County Debris Manager's attention for a written determination. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. Work will include: 1) examining debris to ~~determine~~ **check** whether or not debris is Eligible; 2) loading the debris; 3) hauling debris to County approved TDSR site(s) or County Designated Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County Designated Final Disposal Site; and 6) dumping the debris at the dumpsite or County Designated Final Disposal Site. Debris not defined as Eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

The following policy will apply to all methods of Selection Source:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

- **Modification to “Scope of Services” (see attached document)**
- **Table of Contents, Page 4, Part I; General Information; Add 1-15—
“Policy Applicable to all methods of selection source”. (See page 6a, Addendum2).**
- **Page 12; replace Item “J”, Replace Conflict of Interest Statement with the following information:**

Conflict of Interest The award hereunder is subject to all of the provisions of Chapter 112, F.S.

9.01 County Procedure on an Acceptance of Gifts
Chapter 112.313 of the Florida Statutes states:

“No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor or service based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney or candidate would be influenced thereby.”

During the holiday season, employees and departments need to use common sense and also not offend the gift giver by appearing ungrateful or ungracious. The general rule would be as follows:

If the gift is a consumable under \$100; is meant for the group or department; and the group or department believes that the gift will not influence their dealings with the giver, then it would be proper to receive the gift. The group or department should thank the giver for their generosity in writing.

Gifts given to individual employees should be discouraged and returned to the giver with a thank you note especially if it is a monetary gift, including a gift certificate.

- 9.02 Contractors are required to disclose to the Purchasing Manager or his designee any gifts or favors offered or requested or other such questionable behavior by employees as promptly as it shall come to their knowledge.
- 9.03 The right of the Contractor to proceed may be terminated by written notices if, after notice and hearing, the Purchasing Manager or designee determines that the Contractor, its agent or another representative—
- Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the County, and
 - Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.


If the resultant contract is terminated under this clause, the County is entitled to pursue the same remedies as in a breach of the contract.

The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

This Addendum Number 2 is furnished to all known prospective proposers'. Please sign and return one copy of this addendum, with your original signature, with your proposal as an acknowledgement of your having received same.

Also, please be advised that the period to ask questions ends at 5:00 p.m., CDT, May 11, 2010. Please feel free to contact Joe Pillitary at (850) 595-4878 if there are questions, or if we may be of any assistance.

Sincerely,



Joe Pillitary, CPPB, CPPO
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JFP/ crs