DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☑ New  OTR  Sole Source  Bid Waiver  Emergency  Previous Contract/Project No.

Requisition No./Project No.: RQPW1300013  TERM OF CONTRACT: 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition/Project Title: Temporary Debris Staging and Reduction Sites - Prequalification

Description: The purpose of this solicitation is to pre-qualify vendors to participate in future pricing competitions for the launching, operation, maintenance and closure of a temporary debris staging and reduction site(s) (TDSRS).

Issuing Department: PWWM  Contact Person: Olga Espinosa-Andersor  Phone: 305-514-6730

Estimate Cost: $75,000,000.00  Funding Source:   PROPRIETARY  STATE  FEDERAL

ANALYSIS

Commodity Codes: 918-81  990-30

Contract/Project History of previous purchases three (3) years

<table>
<thead>
<tr>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business Enterprise:</td>
</tr>
</tbody>
</table>

Contract Value: $  $  $  | EXISTING  2ND YEAR  3RD YEAR |

Comments:

Continued on another page(s): ☑ YES  ☑ NO

RECOMMENDATIONS

| SBE |

Set-aside  Sub-contractor goal  Bid preference  Selection factor

Basis of recommendation:

Signed: L. Sandoval  Date sent to SBD: 8/6/13  

Date returned to DPM:
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
TEMPORARY DEBRIS STAGING AND REDUCTION SITES - PREQUALIFICATION

FOR INFORMATION CONTACT:
Lenny Sandoval, 305-375-3065, ssandov@miamidade.gov

IMPORTANT NOTICE TO VENDORS:

• READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.

• FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title: TEMPORARY DEBRIS STAGING AND REDUCTION SITES - PREQUALIFICATION

Procurement Officer: Lenny Sandoval

Bids will be accepted until 2:00 p.m. on , 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Vendors name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney’s Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL VENDORS:

• FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

• THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION
All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable general terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

2.1 PURPOSE

The purpose of this solicitation is to pre-qualify vendors to participate in future pricing competitions for the launching, operation, maintenance and closure of a temporary debris staging and reduction site(s) (TDSRS) to include all the necessary labor, materials, equipment, supplies and associated activities resulting from a declared emergency.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County’s Procurement Management Division, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of a sixty (60) month term.

2.3 METHOD OF AWARD

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. Those qualifications are as follows:

Minimum Qualifications:

A. Vendor shall maintain a fully equipped office with phone, facsimile, and provide the e-mail address of staff that can be contacted between Monday and Friday, during working hours from 6:00 AM to 7:00 PM, to respond to the County’s requests.

B. Vendor shall provide the following information from at least three (3) references to which the vendor has successfully operated a TDSRS site of at least one (1) million cubic yards of debris for a local government(s) in accordance with FEMA guidelines (see “Public Assistance Debris Monitoring Guide FEMA 327/October 2010” (http://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf)) within the previous five (5) years:
   1. Company Name
   2. Address
   3. Date and contract number for service performed
   4. Customer contact person, title and phone number for verification of reference

C. Vendor shall hire a minimum of one (1) field supervisor, one (1) full time safety officer, and one (1) experienced heavy equipment operator capable of operating onsite from dawn to dusk (e.g. 12-14 hours/day). Vendor shall submit a resume
SECTION 2
SPECIAL CONDITIONS

TITLE: TEMPORARY DEBRIS STAGING AND REDUCTION SITES
- PREQUALIFICATION

for each position including the employees name, contact information and the following information respectively:
1. Field supervisor’s resume to include the storm names and dates of at least three (3) TDSRS for separate storms with capacities of (1) million cubic yards of debris each.
2. Safety officer’s resume to include TDSRS experience.
3. Heavy equipment operator’s resume to include operating experience.

D. Vendor shall provide an inventory on company letterhead, signed by a company official, listing their TDSRS operating equipment.

E. Vendor must be able to provide or subcontract the loading, transportation and disposal of the following waste types, which require special handling.
1. Hazardous Waste
2. Household Hazardous Waste
3. Electronic waste (e-waste).
5. Soil, Mud and Sand
6. Vehicles and Vessels
7. Putrescible Wastes (Class I Waste State of Florida Designation)
8. Recyclable waste.
9. Liquid wastes (non-hazardous).
10. Other waste (as defined during an event by the County)
Vendor shall provide a statement on company letterhead, signed by a company official, stating that the vendor is able to perform the service listed above. If subcontracting, the vendor shall provide a letter of commitment from the subcontractor(s) stating that the subcontractor is able to provide the service listed above.

All vendors must complete the Bid Submittal Package in Section 4 of this solicitation and provide all the specified information and documents listed above as proof of compliance with the minimum qualification requirements.

Vendors who meet the minimum qualifications shall then be deemed to be pre-qualified to participate in subsequent pricing competitions as required by the County on either an as-needed or on a periodic basis. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.
2.5 **INSURANCE REQUIREMENTS**

The standard insurance requirements listed in section 1.21 of the general terms and conditions shall apply with the exception of the following changes to the sections specifically identified:

1.21(A-2) Commercial General Liability Insurance in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

2.6 **METHOD OF PAYMENT**

In addition to the general invoice requirements set forth in Section 1.34, the vendor shall provide detailed, periodic invoicing to the County in a form and at frequencies acceptable to the County and, which at a minimum, meets FEMA requirements for reimbursement.

2.7 **CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Lenny Sandoval, at (305) 375-3065 email - ssandov@miamidade.gov.

2.8 **QUESTION DEADLINE**

Questions pertaining to this solicitation must be received no later than 2:00 P.M. Date 2013. Questions should specifically reference the section of the solicitation to which the question pertains.

2.9 **SERVICES MAY BE ADDED**

It is hereby agreed and understood that additional similar services may be added to this contract at the County's option. Vendor(s) under this contract shall be invited to submit price quotes for these additional services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing.

The County may determine to obtain price quotes for the additional services from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.
3.1 SCOPE OF WORK

Vendor will provide all personnel, labor, materials, supplies, equipment, associated activities and tasks necessary to launch, maintain, operate and close a temporary debris staging and reduction site(s) (TDSRS). The management and operation of the TDSRS shall be in general accordance with but not limited to guidance presented in “Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Staging Areas for Storm-generated Debris with or without Deepwater Horizon Oil Spill Debris June 25, 2010” (Appendix B), and applicable portions of “Public Assistance Debris Monitoring Guide FEMA 327/October2010” as may be amended and updated from time to time. (http://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf)

Vendor will be responsible for overseeing the receiving, stockpiling, classifying, sorting, reducing (using primarily mechanical reduction techniques i.e. mulching, chipping and grinding), and loading for shipment of vegetative debris and other storm generated debris delivered to the TDSRS from areas within Miami-Dade County. The Vendor shall have the capability to secure all equipment necessary to successfully perform the scope of work in an expeditious and workman-like manner. Vendor is responsible for restoring the site to the conditions that existed prior to its use as a TDSRS.

3.1.1 VENDOR RESPONSIBILITIES

Vendor shall:

1. Provide a site-specific layout, operations plan, including key personnel contact information and a site specific health and safety plan to the County.

2. Prepare, modify, launch, operate and maintain the TDSRS, including but not limited to ingress and egress, traffic control, litter control, and site security. Provide all coordination, supervision, labor, materials and equipment to operate and maintain a TDSRS including but not limited to sufficient equipment to push, manage, segregate, process and load all storm generated debris onto trucks for disposal. Site modifications deemed necessary by the vendor can only be carried out with the County’s prior written approval. Specific tasks to be carried out and facilities to be provided include but are not limited to:
   a. Designate a Project Manager to serve as a liaison with the County’s designated representative and to supervise the site operation.
   b. Maintain an onsite air-conditioned office with electric power (including fuel and maintenance of the generator), drinking water, chairs and a table at TDSRS.
SECTION 3
TECHNICAL SPECIFICATIONS

TITLE: TEMPORARY DEBRIS STAGING AND REDUCTION SITES
- PREQUALIFICATION

c. Provide a separate air-conditioned office with electric power (including fuel and maintenance of the generator), drinking water, chairs and a table for County monitors assigned to the TDSRS.
d. Provide and maintain roofed inspection towers (one tower for every two lanes designated for incoming trucks and one tower for every two lanes designated for outbound trucks) protected from traffic using concrete barricades or similar barriers affording protection of the towers. The towers are to be of sufficient design and construction to safely accommodate up to four (4) personnel at one time for inspection of every debris hauling truck into and out of the TDSRS.
e. Provide portable toilets and clean out service at the TDSRS for use by personnel assigned to site.
f. Maintain spare parts/inventory (including fuel) for three days of uninterrupted operations of the TDSRS.
g. Provide mobile communications onsite between operators, supervisors, and monitors (minimum one device per supervisor).
h. Provide and place temporary signs containing the following emergency contact information relevant to the TDSRS:
   i. TDSRS name and address.
   ii. Operating schedule.
   iii. Vendor's Project Manager's name and 24 hour phone #.
   iv. County representative's name and 24 hour phone #.
   v. Other information requested by the County's representative.
i. Provide traffic control to include maintenance of traffic (MOT) for ingress and egress to the TDSRS including traffic control signs, flagmen, cones, barricades and other traffic control devices.
j. Maintain TDSRS roads in serviceable condition including but not limited to providing, placing, grading and compacting clean rock fill for any roads that require stabilization or repair for ingress and egress.
k. Provide continuous dust control, odor control and proper storm water drainage and control while overseeing the TDSRS.
l. Segregate all debris and wastes delivered to the TDSRS prior to processing and make specific contingency plans for encountering, segregating and handling wastes which require special handling.

Waste categories include:
   i. Vegetative debris
   ii. Construction and demolition debris (C&D).
   iii. Hazardous Waste
   iv. Household Hazardous Waste
   v. Electronic waste (e-waste)
   vi. White goods
   vii. Soil, Mud and Sand
   viii. Vehicles and Vessels
   ix. Putrescible Wastes (Class I Waste - State of Florida Designation)
SECTION 3
TECHNICAL SPECIFICATIONS

TITLE: TEMPORARY DEBRIS STAGING AND REDUCTION SITES
- PREQUALIFICATION

x. Recyclable waste (As may be classified by the County)
xi. Liquid wastes (non-hazardous).
xii. Other waste (as defined during an event by the County).

3. Reduce storm generated debris materials delivered to the TDSRS when requested by the County. The reduction method may include, but is not limited to, mechanical methods and reduction by incineration, when approved by the County, regulatory agencies and fire marshal.

4. Provide a separate prepared area for temporary storage of Household Hazardous Waste (HHW) separated from the storm generated debris, which is delivered to the TSDRS. The location of the HHW temporary storage area within the TDSRS will be at a mutually (PWWM and vendor) agreed to location.

5. Provide a written price quotation, when requested by the County, for the loading, transportation and disposal of the following waste types, which require special handling. Sorting and segregation of these wastes into a specially prepared area(s) is consequential to the operation of the TDSRS and considered part of the normal and routine operation of the TDSRS. The County is not obligated to accept the proposal.
   a. Hazardous Waste
   b. Household Hazardous Waste
   c. Electronic waste (e-waste).
   d. White goods.
   e. Soil, Mud and Sand
   f. Vehicles and Vessels
   g. Putrescible Wastes (Class I Waste State of Florida Designation)
   h. Recyclable waste.
   i. Liquid wastes (non-hazardous).
   j. Other waste (as defined during an event by the County)

6. Process all debris delivered to the TDSRS in accordance with local, state and federal rules, standards and regulations.

7. Monitor the temperature of processed and unprocessed stockpiled materials to detect any hot spots and if hot spots are detected, take appropriate measures to prevent spontaneous combustion. Monitoring frequency is to be specified in the operations plan but is to be conducted no less frequently than once daily. Logs of such monitoring will be provided to the County as part of the routine reporting.

8. Load all processed debris, unprocessed debris or residue for transport from the TDSRS to the final disposal or recycling facility.
9. Provide 24 hour site security to prevent unauthorized entry, use, parking or storage at TDSRS.

10. Restore the TDSRS to the original condition that existed prior to its use as a TDSRS. Effort includes but is not limited to raking site to remove smaller debris, restoring grades and contours, restoring vegetative layer, repairing or replacing damaged structures and other related activities.

11. Provide reports to County – two (2) hard copies of the following reports plus an electronic version in a media format acceptable, such as a CD or USB Flash Drive, to the County's representative are required:
   a. A pre-mobilization annotated photo log documenting the condition of the TDSRS.
   b. A post project annotated photo log documenting the condition of the TDSRS prior to its remediation.
   c. A final photo log documenting the restoration of the TDSRS.
   d. A daily report, including the following items and other information as determined by the County’s Project Manager or designee: number of loads received; type of material; cubic yards of material in each load; estimated cubic yards processed; number of loads and cubic yards of each load transported out of the TDSRS; personnel onsite, equipment available and their operational status.
   e. Stockpile temperature monitoring.
   f. Other reports (as may be identified during an event by the County).

12. Maintain comprehensive records documenting all site activities, materials received, processed and transported out of the TDSRS in accordance with FEMA recordkeeping requirements to facilitate and foster reimbursement by that agency and/or related agencies or their successors should such reimbursement be available.

Vendor(s) is prohibited from:

1. Modifying the site without County’s prior written approval.
2. Excavating or removing onsite soils from TDSRS.
3. Soliciting work from private citizens or others to be performed in the designated TDSRS during the period of the Contract.
4. Allowing other contractors not directly associated with the operation of the TDSRS to store trucks, trailers, vehicles, campers or other equipment at the TDSRS without prior written approval of the County.
5. Camping or allowing others to camp at the TDSRS.
6. Interfering with or preventing the County from performing any tasks it deems necessary for the recovery and restoration effort.
7. Refusing entry into the TDSRS of County personnel, its consultants, contractors or agents involved in the monitoring of the TDSRS or in
3.2 DESCRIPTION OF STAGING AREAS

Miami-Dade County has prescreened and pre-registered a number of TDSRS with regulatory agencies. The County, in consultation with contractors and other stakeholders, will determine and designate which TDSRS will be mobilized for a particular storm event. These sites are generally flat, open areas with little to no vegetation other than turf grass and scrub. Examples of such areas are closed landfills and parks. Debris staging areas located on landfills are covered with a minimum of two (2) feet of soil which serves as the protective cap and a sod layer of drought resistant Bahia sod.

3.3 SITE APPROVAL

The County will provide the preapproved site(s) for the vendor to launch operations of a TDSRS. Given the size, severity, or geographical impact of a storm the County may provide additional site(s) and/or the County may designate a site(s) not on the preapproved list.

In the event the County designates a site not on the preapproved list, the County will inspect the proposed site to determine the appropriateness of its use as a debris management site. The County may provide site-specific operational restrictions and requirements to the vendor for the site. In developing such operational restrictions and requirements, the County will solicit and consider information provided by other entities such as the regulatory agencies, consultants, other departments, stakeholders or other affected jurisdictions in reference to environmental issues, types of waste allowed, hours of operation and other factors pertinent to the specific site's operation.

3.4 OPERATION LIMITATIONS

The TDSRS will be operational from 6:00 A.M. to 7:00 P.M., Monday through Sunday. Vendor must be available for emergency calls or service twenty-four (24) hours per day/seven (7) days per week, 365 days per year. The County reserves the right for around-the-clock service, if deemed necessary, at the sole discretion of the County.

3.5 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. The awarded vendor shall conform to all relevant Federal, State and County regulations during the course of this operation. Any fines levied by any
authority having jurisdiction for failure to comply with these regulations shall be borne solely by the responsible vendor.

3.6 OPERATION SOLE RESPONSIBILITY OF VENDOR

The vendor has the sole responsibility to maintain and manage all aspects of the TDSRS, in accordance with the Special Conditions and the Technical Specifications specified in the bid.

3.8 EQUIPMENT STORAGE

Vendor may store its equipment, associated solely with the operation of the TDSRS, onsite. It may not allow its subcontractors to store their equipment at the TSDRS, which is not directly utilized in the operation of the TSDRS, nor may the vendor allow other contractors to stage or park equipment at the TDRS without the formal written approval of the County.

3.9 PRE-WORK CONFERENCE

A pre-work conference may be held with the Vendor, and the County. The time and place of this conference will be set by the County.

3.10 TDSRS CLOSURE

The TDSRS area(s) shall be emptied of all material and be restored to its previous condition and use. Closure must be in accordance with approved department practices and/or the interim operational plan. The monitoring and/or remediation of a site(s) must be coordinated with the PWWM Environmental staff. Sampling of soil and/or ash that is left at the site will be conducted by the PWWM. Closure shall be accomplished within the time limits established by the PWWM.
MIAMI-DADE COUNTY

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

BID NO.: *

OPENING: 2:00 P.M.

2013

PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:

ISD/PM

Date Issued:

This Bid Submittal Consists of

Pages through

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
TEMPORARY DEBRIS STAGING AND REDUCTION SITES - PREQUALIFICATION

DO NOT WRITE IN THIS SPACE

ACCEPTED ___________ HIGHER THAN LOW ___________
NON-RESPONSIVE _______ NON-RESPONSIBLE _______

DATE B.C.C. ___________ NO BID ______

ITEM NOS. ACCEPTED

COMMODITY CODE: 918-81, 990-30

Procurement Contracting Officer: Lenny Sandoval

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.
4.1 Minimum Qualifications Checklist

Vendor minimum qualifications for TDSRS:

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Minimum Qualifications</th>
<th>Initial if Qualification is Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4 A</td>
<td>Vendor shall maintain a fully equipped office with phone, facsimile, and provide the e-mail address of staff that can be contacted between Monday and Friday, during working hours from 6:00 AM to 7:00 PM, to respond to the County's requests.</td>
<td></td>
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</table>
4.2 - **Office Information**

Submit the following information for regular working hours: Monday thru Friday from 6:00 AM to 7:00 PM.

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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<tbody>
<tr>
<td>Office Location:</td>
<td></td>
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<tr>
<td><strong>Contact Person No. 1:</strong></td>
<td><strong>Contact Person No. 2:</strong></td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
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<td>Phone Number:</td>
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<td>Fax Number:</td>
<td>Fax Number:</td>
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<tr>
<td>Email Address:</td>
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</table>

4.3 - **Emergency – After Hours Contact Information**

Submit the following information for emergency request after regular working hours.

<table>
<thead>
<tr>
<th>Company Name:</th>
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<tbody>
<tr>
<td>Office Location:</td>
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<tr>
<td><strong>Contact Person No. 1:</strong></td>
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</tr>
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Vendor shall provide the following information from at least three (3) references to which the vendor has successfully operated a TDSRS site of at least one (1) million cubic yards of debris for a local government(s) in accordance with FEMA guidelines (see "Public Assistance Debris Monitoring Guide FEMA 327/October 2010" [http://www.fema.gov/pdfs/government/grant/parfema_327_debris_monitoring.pdf]) within the previous five (5) years:

| Reference 1: |
|-----------------|------------------|
| Company Name (Client): | |
| Address: | |
| Date and description of service: | |
| Customer Contact Person: | Phone No.: |
| Title: | |

| Reference 2: |
|-----------------|------------------|
| Company Name (Client): | |
| Address: | |
| Date and description of service: | |
| Customer Contact Person: | Phone No.: |
| Title: | |

| Reference 3: |
|-----------------|------------------|
| Company Name (Client): | |
| Address: | |
| Date and description of service: | |
| Customer Contact Person: | Phone No.: |
| Title: | |
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated ____________________________
Addendum #2, Dated ____________________________
Addendum #3, Dated ____________________________
Addendum #4, Dated ____________________________
Addendum #5, Dated ____________________________
Addendum #6, Dated ____________________________
Addendum #7, Dated ____________________________
Addendum #8, Dated ____________________________

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: ________________________________________________
AUTHORIZED SIGNATURE: ___________________ DATE: __________
TITLE OF OFFICER: ________________________________________
Bid Title: TEMPORARY DEBRIS STAGING AND REDUCTION SITES - PREQUALIFICATION

By signing this Bid Submittal Form the Vendor certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Vendor must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Vendor. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Vendor is not a responsible contractor.

The Vendor confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Vendor will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if vendor has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _________. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming vendor meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming vendor meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is ________________________________.
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming vendor is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the vendor is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the vendor's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the vendor.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

   Yes ___________  No ______________

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

   Yes ___________  No ______________

Firm Name: ________________________________________________

Street Address: _____________________________________________

Mailing Address (if different): _________________________________

Telephone No.: ___________________________ Fax No.: ___________

Email Address: _______________________________ FEIN No. __________________

Prompt Payment Terms: _____ % _____ days net _____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: ________________________________________________ (Signature of authorized agent)

"By signing this document the vendor agrees to all Terms and Conditions of this Solicitation and the resulting Contract."

Print Name: ___________________________________________ Title: ______________________________

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.
APPENDIX A

AFFIDAVITS
FORMAL BIDS
In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Federal Employer Identification Number (FEIN)</th>
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Contract Title: ________________________________

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<thead>
<tr>
<th>Affidavits and Legislation/Governing Body</th>
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<tbody>
<tr>
<td>1. Miami-Dade County Ownership Disclosure</td>
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<tr>
<td>Sec. 2-8.1 of the County Code</td>
</tr>
<tr>
<td>2. Miami-Dade County Employment Disclosure</td>
</tr>
<tr>
<td>County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code</td>
</tr>
<tr>
<td>3. Miami-Dade County Employment Drug-free Workplace Certification</td>
</tr>
<tr>
<td>Section 2-8.1.2(b) of the County Code</td>
</tr>
<tr>
<td>4. Miami-Dade County Disability Non-Discrimination</td>
</tr>
<tr>
<td>Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</td>
</tr>
<tr>
<td>5. Miami-Dade County Debarment Disclosure</td>
</tr>
<tr>
<td>Section 10.38 of the County Code</td>
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<tr>
<td>6. Miami-Dade County Vendor Obligation to County</td>
</tr>
<tr>
<td>Section 2-8.1 of the County Code</td>
</tr>
<tr>
<td>7. Miami-Dade County Code of Business Ethics</td>
</tr>
<tr>
<td>Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</td>
</tr>
<tr>
<td>8. Miami-Dade County Family Leave</td>
</tr>
<tr>
<td>Article V of Chapter 11 of the County Code</td>
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<tr>
<td>9. Miami-Dade County Living Wage</td>
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<tr>
<td>Section 2-8.9 of the County Code</td>
</tr>
<tr>
<td>10. Miami-Dade County Domestic Leave and Reporting</td>
</tr>
<tr>
<td>Article 8, Section 11A-60 11A-67 of the County Code</td>
</tr>
</tbody>
</table>

_______ Printed Name of Affiant _______ Printed Title of Affiant _______ Signature of Affiant _______ Date _______

_______ Name of Firm _______ _______ _______ _______ _______ Address of Firm _______ State _______ Zip Code _______

Notary Public Information

Notary Public – State of __________________________ County of __________________________

Subscribed and sworn to (or affirmed) before me this ______________ day of, ______________ 20 _______.

by _______________________ He or she is personally known to me _______ or has produced identification _______.

Type of identification produced __________________________

Signature of Notary Public __________________________ Serial Number __________________________

Print or Stamp of Notary Public __________________________ Expiration Date __________________________

Notary Public Seal __________________________

Page 1 of 3
FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_________________________  ________________________
Signature                   Date
**SUBCONTRACTOR/SUPPLIER LISTING**  
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer __________________________ FEIN __________________________

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The Proposers who are awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than (ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(please duplicate this form if additional space is needed.)

<table>
<thead>
<tr>
<th>Business Name and Address of First Tier Subcontractor/ Subconsultant</th>
<th>Principal Owner</th>
<th>Scope of Work to be Performed by Subcontractor/ Subconsultant</th>
<th>Principal Owner</th>
<th>Employee(s)</th>
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<td>Asian/Pacific Islander</td>
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<td>Native American</td>
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<td>Other</td>
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<td>Other</td>
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<tr>
<th>Business Name and Address of First Tier Direct Supplier</th>
<th>Principal Owner</th>
<th>Supplies/Materials/ Services to be Provided by Supplier</th>
<th>Principal Owner</th>
<th>Employee(s)</th>
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<td>Other</td>
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<td>Other</td>
</tr>
</tbody>
</table>

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at http://www.miamidade.gov/business/business-development-contracts.asp. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer __________________________ Print Name __________________________ Print Title __________________________ Date SUB 100 Rev. 6/1
APPENDIX B

"Florida Department of Environmental Protection Guidance for Establishment, Operation and Closure of Staging Areas for Storm-generated Debris with or without Deepwater Horizon Oil Spill Debris June 25, 2010"
Florida Department of Environmental Protection
Guidance for Establishment, Operation and Closure of
Staging Areas for Storm-generated Debris with or
without Deepwater Horizon Oil Spill Debris
June 25, 2010

General Information

1. The Department of Environmental Protection (Department) understands that in addition to other requirements by the Federal Emergency Management Agency (FEMA), staging areas must be approved by the Department in order for the owner/operator of the staging area to receive Public Assistance funds from FEMA. Field authorizations for staging areas by the Department may be issued prior to or following a site inspection by Department personnel for staging areas to be used for temporary storage and processing of storm-generated debris (hereinafter called "storm debris"). Field authorizations for debris staging areas may only be issued by the Department subsequent to an Executive Order by the Governor declaring a state of emergency or an Emergency Final Order by the Secretary of the Department authorizing debris staging areas.

2. This guidance document does not apply to management of oil spill debris from the Deepwater Horizon Oil Spill (hereinafter called "the Spill"), which commenced on April 20, 2010, except to the extent that oil spill debris may be mixed with storm debris. Oil debris cleanup activity is otherwise authorized under Emergency Final Order OGC No. 10-1610, as amended, and field authorizations for staging areas to address the oil debris are issued by the Department in accordance with that Order. These "oil spill debris staging areas" are separate from and should not be confused with "storm debris staging areas" that are addressed in this guidance.

3. If a storm event occurs resulting in the Department issuing an Emergency Final Order to address cleanup of debris from that storm, then the Spill may also result in oil from the Spill being mixed with this storm debris in the coastal areas of Florida. In those cases, this guidance does apply to staging areas that will be managing storm debris that is also mixed with oil from the Spill. Any storm debris mixed with this oil is considered a mixed waste and may be managed at an approved storm debris staging areas. It does not have to be handled separately from other mixed debris at the storm debris staging area, but it must be disposed of at permitted Class I landfills.

4. Field authorizations for storm debris staging areas (hereinafter called "staging areas") for managing storm debris with or without oil from the Spill may be requested by providing oral or written notice to the Department containing the following information.

   • A description of the staging area design: For example, is the staging area an open field or paved? Is it near bodies of water or potable wells? What areas would be used for staging debris and for processing?
• Plans for operation of the staging area: For example, will it be used for staging only or also processing? What wastes will be managed and what are the anticipated operating hours and days of the week when the site will be open? Who can bring wastes to the site? If processing occurs, what type is expected?

• The location of the staging area should be provided including the address and, if possible, its latitude and longitude or directions from major roadways.

• The name, address, and telephone number of the site manager should be provided.

5. The Department prefers that requests for approval of staging areas be made by solid waste officials in the county or city where the staging area is located. Such staging areas do not need to be owned by the local government but must have county or city (or its designated contractors) oversight and management. The Department may consider approving the private operation of staging areas on a case-by-case basis.

6. The owner or operator of each staging area should keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. Such records can be very valuable for demonstrating that the staging area has been operated in accordance with applicable regulations and orders. These records should be kept at a location designated by the site manager and made available for review by Department staff upon request.

Location of Staging Areas

7. If possible, it is advisable to test the soil, groundwater and/or surface water at a proposed staging area prior to receipt of storm debris to establish pre-existing conditions.

8. Staging areas for debris other than yard trash and uncontaminated vegetative debris must not be located within 500 feet of a potable water well, unless otherwise approved by the Department. Staging areas for yard trash and uncontaminated vegetative debris must not be located within 100 feet of a potable water well, unless otherwise approved by the Department.

9. Staging areas for debris other than yard trash and uncontaminated vegetative debris must not be located within 200 feet of a natural or artificial body of water, unless otherwise approved by the Department. Staging areas for yard trash and uncontaminated vegetative debris must not be located within 50 feet of a natural or artificial body of water, unless otherwise approved by the Department.

10. In no case should a staging area be located in wetlands or a water body.
Operation of Staging Areas

11. Staging areas should have:

   • Stormwater controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies where such discharge may cause violations of Department standards (example: turbidity);

   • Some method to control the onsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris and ash;

   • Some type of access control to prevent unauthorized dumping and scavenging; and,

   • Spotters to correctly identify and segregate waste types for appropriate management.

12. All reasonable steps must be taken to minimize the release of contaminants from the storm debris at the staging area, especially if it is mixed with oil from the Spill. If contaminants are released into the environment, the entity operating the staging area must take immediate steps to contain the release and notify the Department within 24 hours.

13. Only construction and demolition debris, land clearing debris, yard trash, vegetative waste, or Class III waste may be stored at the staging area. Class I waste (such as household garbage, putrescible waste, mixed wastes containing these materials, or wastes visibly contaminated with oil from the Spill) must be removed from the staging areas and disposed of as soon as practicable to prevent odor, vectors and sanitary nuisances. Again, spotters should be used during waste pickup and/or at the staging areas to correctly identify and segregate waste types for appropriate management. The following management options for the storm debris must be followed.

   • Class I wastes, including all mixed wastes, must be disposed of at a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility that is authorized to accept such wastes.

   • Non-recyclables and residuals generated from segregation of storm debris shall also be disposed of in a Class I landfill or waste-to-energy facility.

   • Uncontaminated yard trash may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities or permitted construction and demolition debris disposal facilities.

   • Uncontaminated yard trash and clean wood may be processed at a registered
yard trash processing facility.

- Construction and demolition debris that is mixed with other storm debris need not be segregated from other solid waste prior to disposal in a lined landfill. Construction and demolition debris that is either source-separated or is separated from other storm debris at an authorized staging area and is not visibly contaminated with oil from the Spill may be managed at a permitted construction and demolition debris disposal or recycling facility, upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.

- Unsalvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill; provided, however, that chlorofluorocarbons and capacitors must be removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.

14. Burning of storm-generated yard trash, other vegetative debris, and in some cases demolition debris (provided reasonable efforts are made to limit the demolition debris being burned to untreated wood), including such materials that may be mixed with oil from the Spill, is allowed in air curtain incinerators (ACIs) if the conditions of the appropriate Emergency Final Order\(^1\) are followed. The following additional information is provided for operation of the ACIs and management of the ash residue.

- The ACI burn area should have a minimum setback distance of 100 feet from the debris piles and 1000 feet from the nearest building, or as required by the local Fire Department.

- Ash should be removed from the ACI burn pit when the level reaches approximately two feet below the lip of the burn pit and the burn should be extinguished two hours before removal of the ash.

- As required in the Emergency Final Order, ash residue from the combustion of vegetative debris may be disposed of in a permitted disposal facility, or may be land spread in any areas approved by local government officials except in wellfield protection areas, wetlands, or water bodies.

- As required in the Emergency Final Order, ash from the combustion of other storm debris shall be disposed of in a Class I landfill.

\(^1\) The Emergency Final Orders can be obtained from the Department's website at the following address: [http://www.dep.state.fl.us/mainpage/em/](http://www.dep.state.fl.us/mainpage/em/). The Emergency Final Orders also include information on the management of domestic wastewater residuals.
15. Open pile burning of storm-generated vegetative debris must receive prior authorization from the Division of Forestry. Ash from this burning may be disposed or used as described above for ACIs. Open pile burning of storm debris contaminated with oil from the Spill is not allowed except as may be specifically provided in the Emergency Final Order.

16. Chipping and/or grinding of uncontaminated storm-generated vegetative debris is encouraged to help reduce the volume of the material. The Department recommends the following guidelines for managing the volume reduced material:

- In accordance with National Fire Protection Association\(^2\), mulch and chip piles should not exceed 18 feet in height, 50 feet in width and 350 feet in length. Piles should be subdivided by fire lanes having at least 25 feet of clear space at the base around each pile. These piles should not be compacted.

- Smoking should only be allowed in designated areas well away from the combustible material.

- Possible uses of the size reduced material include: (1) a soil amendment where it is disked into the soil or mixed with potting soil; (2) as mulch for weed control, moisture retention, soil temperature control, erosion control or slope stabilization; (3) fuel; (4) feedstock for composting operations; (5) animal bedding material; and (6) pulp wood.

- Use of the size reduced material as a soil amendment must be at normally accepted agronomic rates as determined by industry practice. Recommendations for appropriate application rates by the Institute of Food and Agricultural Sciences\(^3\) (IFAS) may be used, and can be obtained from the local IFAS Agricultural Extension agent.

- The use of mulch must be considered beneficial rather than disposal. Mulch must not be placed in water bodies or on wetlands.

Closure of Staging Areas

17. Staging areas for storm debris are temporary locations that can be used for the duration of the Emergency Final Order or as otherwise approved by the Department. The following guidelines apply to the closing of temporary staging areas.

- Owner/operators of the staging areas must contact the Department prior to closing a staging area to discuss and coordinate what will be required for closure

\(^{2}\) NFPA 230, "Standard for the Fire Protection of Storage"

\(^{3}\) The web address for IFAS is [http://www.ifas.ufl.edu/](http://www.ifas.ufl.edu/)
including environmental sampling, if needed.

- All storm debris must be removed by the expiration of the Emergency Final Order, unless otherwise approved by the Department.

- Mulch produced from processing uncontaminated vegetative debris may be left on-site if prior approval is obtained from the Department. The Department will consider these requests on a case-by-case basis.

- Areas that were only used to stage uncontaminated vegetative debris, or ash from burning solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).

- Areas that were used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling after the debris or ash is removed unless there is reason to believe that no contamination of the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).

- When environmental sampling for soils and groundwater is needed, it should typically include at least one soil sample and one groundwater monitoring well in areas showing significant visible staining or areas believed to be impacted by the staged waste or ash. Unless otherwise approved by the Department, these samples should normally be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods. The Department can also require other approaches to conducting environmental sampling at staging areas on a case-by-case basis.

18. The Department must be informed in writing when all closure activities at the staging area are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by the Department.

Mary Jean Yon, Director
Division of Waste Management

Date