

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

REQUEST FOR PROPOSALS

20-016

DISASTER DEBRIS MONITORING SERVICES

February 2020

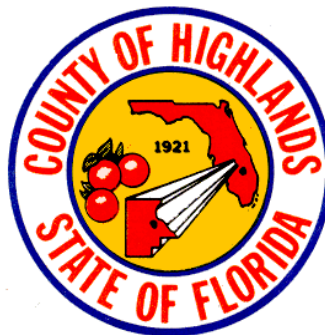


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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing & Emergency Services**

**REQUEST FOR PROPOSALS
("RFP")**

The Board of County Commissioners of Highlands County, Florida ("County"), a political subdivision of the State of Florida, will receive sealed Proposals in the Highlands County Purchasing Department ("Purchasing Department") for:

RFP NO. 20-016 DISASTER DEBRIS MONITORING SERVICES

The County and other public entities in Highlands County are seeking a firm with at least 5 years' successful experience in debris monitoring services to manage/monitor disaster debris recovery to include collection monitoring, disaster debris management site monitoring, citizen storage site monitoring, data reporting, and other related services. The selected firm will be awarded a three (3) year contract for services with possible two renewals consisting of one (1) year each. Highlands County, in cooperation with the following entities: Sebring Regional Airport, the City of Sebring, the City of Avon Park, the Town of Lake Placid and Highlands County special districts, may require services.

Specifications may be obtained by downloading from our website: www.highlandfl.gov, or www.VendorRegistry.com. For information contact: Chris Davis, Purchasing Manager; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6528 or E-Mail: cmdavis@highlandsfl.gov.

Award will be based on the proposal and if necessary, presentations from the firms. Proposals shall be completed and submitted in accordance with this RFP. . The evaluation criteria include: Firms Project Understanding /Approach (max. 40 points); Ability of Personnel and Experience (max.20 points); Relevant Firm Experience (max. 40 points); Current and Projected Workload (max. 10 points); References (max 20 points); Fee Schedule (Max 40 points) and completeness of the required RFP required proposal documents.

A NON-MANDATORY PRE-PROPOSAL meeting will not be held for this solicitation at **11:00 am** on **March 2, 2020** located in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL 33870.

Each submittal shall include one (1) original submission package and three (3) exact paper copies of the original submission package and one (1) exact electronic copy (CD or thumb drive) of the original Proposal submission packet. Each submittal is subject to the Florida Public Records Law in Florida Statutes, Chapter 119. If any information submitted in response to the RFP is confidential or exempt from disclosure pursuant to the Florida Public Records Law, that information should not be included with the electronic copy and should be placed in a separate

envelope marked “confidential” or “exempt from disclosure” with the paper submittal and shall include a reference to the Florida statute or other law that deems that information confidential or exempt from disclosure.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later than **3:30 P.M., Thursday, March 18, 2020**, at which time they will be opened. The public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the RFP number and name to identify the enclosed Proposal. Proposals received later than the date and time specified will be rejected.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board’s Local Preference Policy (“Local Preference Policy”) and the Board’s Women/Minority Business Enterprise preference will **not** apply to the award of this RFP.

The successful Contractor(s) is responsible for taking affirmative steps to place, solicit sources, and encourage participation of Small Businesses, Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in the submittal and any resulting contract work from this solicitation. Proposers are required to follow 2 CFR 200.321 regarding contracting with Small, Minority and Women Business Enterprises in all submittals and resulting contracts and report their participation.

The Contractor is responsible for taking affirmative steps to place, solicit sources, and encourage participation of Small Businesses, Minority Business Enterprises (MBE), and Women Business Enterprises (WBE) in the submittal and any resulting contract work from this solicitation. Proposers are required to follow 2 Code of Federal Regulations (CFR) 200.321 regarding contracting with Small, Minority and Women Business Enterprises in all submittals and resulting contracts and report their participation.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board’s functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26,-Florida Statutes, should contact Mrs. Rebecca Cable , ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.highlandsfl.gov

SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. County means Highlands County, a political subdivision of the State of Florida.
2. Proposer means the person or entity submitting a Proposal in response to this RFP.
3. Contractor means the Proposer whose Proposal is accepted by the County, who agrees to comply with the terms and conditions issued by the County in performing Services, and who signs a contract with the County.

B. All Proposals shall become the property of the County.

C. All Proposers shall comply with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

Section 287.087, Florida Statutes. Businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

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

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS INDICATED ON THE PROPOSAL FORM.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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 contractor, supplier, subcontractor, or Contractor 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 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for 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 contractor, supplier, subcontractor, or Contractor under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION XVIII, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page and any subsequent Addenda.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents, and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.

- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP with documentation of such authority provided with the submitted Proposal.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. *Workers' Compensation Insurance:* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability Insurance: Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$3,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 2. *Commercial Automobile Liability Insurance:* Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3. *Professional Liability Insurance*: Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 per occurrence/claim.
4. *Special Requirements / Evidence of Insurance*:
 - a. A copy of the Proposer's current certificate of insurance shall be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
 - d. Contractor shall hold the County, its agents and employees, and FEMA and its employees and agents, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
5. *Renewal*:
 - a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers, and FEMA from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.

Q. If submitting a Proposal or Bid for more than one RFP or Invitation to Bid (ITB), each Proposal and each Bid must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.

R. Each Proposal must contain proof of enrollment in E-Verify.

S. Small Businesses Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.

T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00

- U. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
 - aa. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods, or services for the County.
 - bb. The selected firm shall be considered to be an independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.
 - cc. If, at any time during the contract term, the service performed or work done by the Contractor is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the

deficiency by separate contract or with its own resources at the expense of the Contractor.

- . By submitting a response, the Contractor certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida or Federal government.
- ee. By submitting a response, the Contractor certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Offeror's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The County may exercise its rights under this "certification" within one (1) year following final payment.
- ff. Work under this solicitation and eventual contract requires compliance with Federal contract compliance requirements.
- gg. A Performance evaluation will be conducted in intervals and upon completion of each event assignment by the County Project Manager and provided to the Contractor. These evaluations may be conducted after each task or at specified intervals during the contract and will always be conducted at the close of project. This evaluation will become public record.
- hh. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS
By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor

-END OF SECTION-

SECTION II. This Section Intentionally Left Blank

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes as an invitation only to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County determines that collusion exists among Proposers, all Proposals shall be subject to rejection.
- H. The County auditors, federal auditors, and state and Federal Emergency Management Agency (FEMA) auditors reserve the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-016

- A. ADDENDUMS: In this RFP, the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Proposer has no conflict of interest with any person or entity associated with the project or purchase contemplated by this RFP, including the County, other Bidders, or entities that have provided or are providing services or goods related to this RFP.
- C. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. JOINT PROPOSALS: In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
- E. MISUNDERSTANDINGS: The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve

the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

- F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 20-016

- A. PURPOSE: The County hereby gives notice that it intends to award a contract for Disaster Debris Monitoring Services.
- B. MANDATORY PRE-PROPOSAL MEETING: A mandatory pre-proposal meeting will be held for this solicitation.
- C. PROPOSAL DUE DATE: The Proposal due date is as described on the Announcement sheet, page 3, of this RFP and any subsequent addenda.
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services and provide all deliverables required by this RFP.
- E. CONTRACT MANAGER: This project is managed for the County by the Highlands County Engineer or his/her designee.
- F. INSURANCE: Contractor shall have and provide proof of insurance as described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT AND CONTRACT TERM: A written contract shall be signed by the awarded Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for three (3) years, and may be renewed for two additional one (1) year terms upon written agreement of the parties. The County shall have the right to terminate the contract with or without cause upon thirty (30) days' notice.
- H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and Contractor and delivery of a Purchase Order by the County.
- I. CHANGE ORDER(S): The Contractor shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING: Each Proposer shall include pricing with its Proposal on the Fee Schedule Form included in Section VIII of this RFP.
- K. INVOICING / COMPENSATION:

Contractor shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.

The Contractor's monthly invoice shall include a detailed identification of the services performed, the day the services were performed, and the time performing those services. The monthly invoice shall also include documentation for reimbursable costs, if any, incurred by the Contractor during the period covered by the invoice.

- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work as specified in the Scope of Services after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to complete the work with a different Contractor, the difference in the Proposal price of the services and the price paid the new Contractor to complete the work shall be charged to and paid for by the Contractor.

Contractor shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Contractor notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of this RFP or of the contract.

- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B (5) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B (5) of this RFP or any County-approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.
- N. AWARD RESTRICTION: The contractor awarded the County's disaster debris removal and recovery services contract(s) shall be ineligible to compete for this contract.
- O. POST AWARD MEETING: Within five (5) days after receipt of notification of award, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.
- P. PERFORMANCE AND PAYMENT BOND: When a contract for work exceeds \$200,000, a Performance and Payment Bond must be provided by the Contractor by a Surety company considered satisfactory by the County with a A.M. Best Company rating (or other equivalent rating company) equal to or better than A- Class VI.
- Q. MISTAKES: In the event of extension error(s), the unit prices will prevail and the proposer's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Proposer's total will be corrected accordingly. Any discrepancy between words and numbers will be resolved in favor of the written words. Proposers must check their submissions where applicable. Failure to do so will be at the Proposer's risk.

-END OF SECTION-

SECTION VI. SCOPE OF SERVICES AND QUALIFICATIONS

Highlands County, hereinafter called "Owner, County, or Highlands County" is located in South Florida, USA and has a population of 102,575 citizens based upon current (2018) estimates from the University of Florida Bureau of Economic and Business Research (BEBR). The County encompasses approximately 1,106 square miles or 708,020 acres of which 688,688 acres are unincorporated and 19,332 acres are incorporated (municipalities). The County has approximately 998 paved County maintained roads and 200 miles of unpaved County maintained roads. Highlands County's park system includes 45 parks.

This solicitation is requested for services that cooperatively include the two cities of Sebring and Avon Park, the Town of Lake Placid and the Sebring Airport. While services are being solicited in a cooperative manner, individual contracts for these entities may be required for the cities and towns and will specifically be required for the Sebring Airport. Each entity that contracts for services are responsible for their own contract management and payments for services under their contract.

The Sebring Airport includes approximately 1768 acres with airport roadways, paved parking lot space; metal airport storage space and airport runways.

The County and other public entities in Highlands County are seeking a firm with at least 5 years' successful experience in disaster debris monitoring services.

Highlands County is preparing for future Disasters by entering into a pre-event contract for Disaster Debris Monitoring and Recovery Services. This RFP is for the overall monitoring of Debris Contractors.

Highlands County will accept proposals from qualified contractors with experience in disaster monitoring services who shall provide professional technical services in the preparedness, response, recovery, and mitigation phases of any natural or manmade disaster or emergency situation as required by the County. The Contractor shall perform all the requirements of this scope of services as ordered by the County. Response time shall be deemed as having a Contractor's representative physically present at a location within Highlands County, as determined by a Highlands County representative, within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four hours of issuance of Notice to Proceed.

It is the intent of Highlands County to award a single contract for this service to one Contractor. The Contractor will be responsible for all monitoring services listed within this contract.

The Contractor shall provide a range of services including debris monitoring, oversight and management of disaster recovery and debris removal contractors, damage assessment, training, emergency planning and other services as needed and ordered by the County for natural or manmade disasters. The County will assign debris removal contractors to the debris monitoring contractor at its sole discretion. Other services may include facilitating communication with Federal Emergency Management Administration (FEMA), Federal Highway Administration (FHWA), the State of Florida and other federal agencies, and coordination with state insurance representatives.

ARTICLE 1. SCOPE OF SERVICES

Section 1.01 DEBRIS MONITORING SERVICES

A. Disaster Response Administration and Documentation

The Contractor shall be responsible for the overall monitoring of debris Contractors. This will include but not be limited to monitoring recovery Contractor's progress and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The Contractor shall coordinate a collection routing plan with the disaster debris Contractor and the County to insure a well-managed, organized approach to debris collection and shall recommend the routing plan for approval by the County.

Upon notification by the County, the Contractor shall provide the following services:

1. Appoint a Project Manager who shall be the County's point-of-contact, responsible for the overall coordination and communication with the County. This manager shall remain on the job at all times it is operational. To perform monitoring of debris contractors and the management of the Contractor's monitoring team. The Project Manager shall be physically located in the Emergency Operations Center (EOC) or other location specified by the County within two (2) hours of Notice to Proceed. The Project Manager shall assign an operations manager to oversee each assigned debris recovery contractor.

Reporting to EOC – The project manager and at his discretion other key personnel shall report to a location within Highlands County as determined by the Highlands County representative, at a minimum of 24 hours prior to a hurricane event. For other natural or manmade disasters the Contractor shall report within sixty (60) hours after notification.

The Contractor shall mobilize a staff of sufficient size to adequately monitor debris operations within 24 hours of Notice to Proceed. The Project Manager shall provide daily updates on debris removed and estimate the time remaining for job completion.

An independent temporary field office for the monitoring staff shall be provided by the Contractor if direct by the County. The office shall include, but not be limited to, a telephone, computer, copier and fax.

The Project Manager shall be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities for project management/project oversight include but are not limited to:

2. Coordinating daily briefings, work progress, staffing, and other key items with the County and Debris Contractor.
3. Scheduling work for all team members and contractors on a daily basis.
4. Provide scheduling, managing, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
5. Hiring, training, deploying and supervising inspectors.
6. Establishing a schedule for the inspectors each day.
7. Monitoring Debris Removal Contractor's progress, recording the measurement of (cubic yards) of each vehicle in service and making/implementing recommendations to improve efficiency and speed up recovery work.
8. Tracking, assisting, and coordinating with County personnel to respond to public concerns, comments and problems in the field, citizens' complaints, to include commercial or residential property damage claims as a result of debris removal.
9. Conducting safety inspections.
10. Ensuring compliance with contracts by all prime and subcontractors.
11. Scheduling and conducting periodic meetings with field staff and contractors.
12. Conducting end of day duties, verifying all vehicles have left Disaster Debris Management (DDM) sites at the County's specified time, and site are secured (gate locked if applicable) to prevent illegal dumping.
13. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the County and updated daily of the progress from previous day's work.
14. Scheduling and managing field staff.
15. Oversight of the FEMA/FHWA reimbursement process and procedures.
17. Ensure adherence to the Quality Assurance Plan.

B. Project Management Team

At a minimum, the project management team shall consist of the following members:

1. Project Manager

2. Operations Manager
3. FEMA Coordinator
4. Scheduler/Expeditors
5. GIS Analyst
6. Computer Analyst
7. Field Supervisors
8. Debris Site/Tower Monitors
9. Environmental Specialist
10. Project Inspectors (Citizen Site Monitors)
11. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
12. Billing and Invoice Analysts
13. Administrative Assistance
14. Field Coordinators (Crew Monitors)

The Contractor may use other required positions as necessary with the written approval of the County's Project Manager. All such positions and applicable hourly rates shall be listed in the Fee Schedule Form, Lot II, Additional Positions.

Section 1.02 SERVICES PROVIDED BY THE CONTRACTOR

A. Operational Reports and Record Documentation

The Contractor shall prepare and submit operational reports throughout the duration of the recovery operations.

Daily reports shall document the debris contractor's activities and progress from the previous day and shall be submitted within the timeframe established by the Highlands County representative, to a distribution list established by the County Project Manager. In order to have consistency, a reporting structure and format will be provided to the Contractor by the County. Each daily report submitted shall contain the following minimum information:

1. Contractor's Name
2. Contract Number
3. Reports and graphs to delineate production rates and crews and their equipment, progress by area and estimations of total quantities

remaining, time of completion, and daily cumulative cubic yards of debris removed, processed and hauled.

4. GIS mapping data updates and digitized reports.
5. All GIS layers required will be provided to the Contractor by the Highlands County GIS Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data will be in an ESRI format 10.1 or higher version. Personnel geodatabase is acceptable.
6. Data exports on a monthly basis shall be at a minimum SQL server version 2008 or Oracle version 11g or higher version.
7. Scanned documents should be at a minimum 300 dpi and in jpg, TIFF or PDF file format.
8. The Contractor shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing. Such documentation shall be digitized along with all source documents (such as load tickets) and supplied to the City with each invoice.
9. Work closely with State Emergency Management, FEMA, and all other applicable agencies to insure that debris collection, debris disposition, and all supporting data met each agency's requirements to maximize reimbursement eligibility.

Weekly Summaries: The Contractor shall submit, within two (2) days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format. The submitted electronic weekly data will include Contractor or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

Damage Reports: The Contractor shall notify the County, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.

- B. Technical Expertise and Guidance – As directed by the County, the Contractor shall provide:

1. A comprehensive emergency management plans to include plan development; plan review, and plan revisions.

2. Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
3. Damage assessment of facilities.
4. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
5. Development of debris plan to include staff training, environmental assessment and mitigation.
6. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
7. Technical support and assistance in developing public information.
8. Technical support and assistance with preparing and/or developing data and documentation for the County's reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
9. Other reports and data as required by the County.
10. Aerial photographs per Highlands County Engineering Department specifications shall be flown monthly (of the debris sites or other areas as designated or requested by the County).

Section 1.03 OTHER SERVICES PROVIDED BY THE CONTRACTOR

As directed by the County, the Contractor may provide the following:

- A. Training and Assistance: Sessions for all key County personnel and assistance in all Disaster debris recovery-planning efforts as requested.
- B. Preliminary Damage Assessment: Within twenty-four (24) hours of NTP, determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of quantities, documenting eligible costs and describing the physical and financial impact of the disaster.
- C. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited, to development of a debris management plan, assistance in the identification of adequate disaster debris management sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

- D. Post-Disaster Federal Grant Application and Reimbursement Support: Collaborate with County staff and other County Contractors on project formulation, including damage assessments, information gathering, project development, preparation of Project Worksheets and other grant application or reimbursement documents, and other project submittals to the Florida Department of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA).
- E. Digitization of all source documentation (such as load tickets and supplies to the County with each invoice).

Section 1.04 FINAL REPORT

A final report shall be prepared by the Contractor and submitted to a distribution list as established by the County Project Manager within thirty (3) calendar days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information shall be included in this report:

- A. Discussion of disaster response requirements and results.
- B. Recommendations for future disaster response strategies.
- C. Stopping work in progress that is not being performed or documented in the appropriate manner.
- D. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- E. Checking work in process to make sure that the paper work authorizations, permits, and other prerequisites has been received.
- F. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
- G. Maintaining digital photo documentation of recover work on a daily basis.
- H. Aerial photography on a monthly basis.

Section 1.05 MEETINGS AND COMMUNICATION

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Contractor shall meet with County representatives as directed by and coordinated with the County. The Contractor shall attend a pre-proposal conference for the debris recovery contractors, if so directed by the County, and convene and attend regular progress and coordination meetings, as appropriate. The Contractor shall provide minutes of all meetings within three (3) business days after the meeting occurs.

Section 1.06 FIELD MONITORING

In order to obtain FEMA reimbursement all collection must be monitored in the field by collections monitors. The Contractor shall verify that the County's debris Contractor has established accurate and complete load ticket process and provide collection monitors-staff to record required FEMA data.

The Contractor shall train collection monitors to assure that proper County and FEMA documentation protocol requirements are instituted and followed. The Contractor shall provide a field quality control team consisting at a minimum of two (2) monitors per site, one (1) monitor per recovery crew, and at least one (1) field supervisor for every day. This team shall monitor the recovery contractors for contract compliance, efficiency and regulatory compliance and provide feedback to the County through their management team. All field members shall be equipped with all the state of the art equipment necessary to complete monitoring, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

Contractor shall provide a field quality control team, recovery crew and at least one (1) field superintendent for every seven (7) monitors unless otherwise approved by the County. Should the Contractor wish to adjust the specified field staffing, a detailed plan should be submitted to the County in writing for review. This plan should outline areas for such an adjustment of staff as well as a description of how recovery crews shall be monitored to meet FEMA guidelines. The Contractor shall provide feedback to the County through their management team.

Every debris-hauling vehicle must be certified prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been measured and placarded by County Debris Collection Contractor. All debris collection vehicles must be monitored and documented.

- A. Responsibilities of the Quality Control Team and examples of field collection monitoring tasks include but are not limited to:
1. Document daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
 2. Inspect means and methods to measure and record work and recommend changed that may be needed.
 3. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
 4. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
 5. Check work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.

6. Verification that all debris picked up is a direct result of the disaster.
7. Verification that the Contractor is working in their assigned contract areas.
8. Report any improvements in work assignments and/or efficiency/productivity that may be appropriate.
9. Report to the County any work performed by Contractor that is not in compliance with all federal, state and local safety regulations appropriate for the task being performed.
9. Maintain all digital photo documentation of recovery work on a daily basis. All photo's presented shall show the description in detail of hangers, stumps and leaner removal. The team shall photograph every stump, leaner and hanger removed and GPS coordinate documentation of recovery work on a daily basis.
10. Aerial Photography on a monthly basis.
11. Monitor County's right of way (ROW) to prevent ineligible debris to be set out by homeowners and businesses.
12. Assist the County's Zoning Division with documentation necessary for the enforcement relating to illegal debris dumping and ineligible debris practices. Field Monitors must utilize HIGHLANDS County Codes relating to illegal debris dumping and ineligible debris practices in the performance of these duties:
 - a. Assist County in the investigation of commercial activity at the County's Citizen Storage Sites.
 - b. Communication and distribution of informational flyers to residents on the proper handling and disposal practices.
 - c. Direct verbal notification of observed violations of County's definitions of ineligible debris.
 - d. Documentation of violations; including but not limited to street address, photographs and vehicle tag numbers.

Section 1.07 LOAD TICKETS PROCESS

The Contractor shall ensure that the Debris Contractor has established a load ticket process complete with forms to be provided to collection monitor staff for recording of FEMA data. Load tickets should consist of multiple copied pages, (original and four copies). The Contractor shall retain original completed tickets on behalf of the County. Additionally, the Contractor, vehicle driver, the subcontractor, and the Contractor shall also receive copies of completed load tickets.

Tickets retained/collected by the Contractor on behalf of the County shall be turned over to the County daily.

Load Tickets shall include the following minimum information per FEMA requirements, latest edition:

- A. Highlands County Debris Load Ticket (as a title)
- B. Contractor Name
- C. Ticket Number
- D. Debris Removal (Pick-up) Locations with complete street address of closet property.
- E. Debris Removal (Pick-up) Location Departure Time
- F. Date
- G. Load Site Zone
- H. Map page and section number
- I. Nearest cross street
- J. Name of sub-contractor
- K. Field monitor's name (printed) and signature
- L. Crew Number
- M. Truck (Container) Number
- N. Driver Name (printed) and signature
- O. Capacity (Container)
- P. Total Debris Volume (Quantity)
- Q. Percent of volume full
- R. DDM TDSR or Disposal Dump Site Name (Location)
- S. DDM TDSR or Disposal Site Time
- T. Debris Classification or Type (Vegetation, C&D, Mixed, Other)
- U. Comment Section
- V. Tower monitor's name (printed) and signature
- W. Verification Signature Lines (Load site, Dump Site Monitors and Contractor)

Section 1.08 DISASTER DEBRIS MANAGEMENT (DDM) SITE AND CITIZEN STORAGE SITE

- A. The Contractor shall provide a minimum of two (2) site monitors for each DDM Site and Citizen Storage Site. These staff members in conjunction with the project management team shall coordinate the logistics of the site to ensue efficient traffic flow and proper handling of load tickets that record FEMA data (such as, but not limited to, vehicle volume and type of waste. The Contractor shall observe all vehicles entering and exiting the DDM and Citizen Storage sites ensuring all vehicles are in good repair and safe with secure side boards. No vehicles will be allowed to enter a DDM site without a tailgate. The Contractor shall provide verification that all sites have access control and security.
- B. The Contractor shall, through the DDM site monitor hauling vehicles to determine fullness, type of waste, and point of origin. The certification process may include developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle.
- C. The County will provide the Contractor copies of the Debris Contractor's Fleet documentation which shall contain vehicle numbers and type of vehicle. The Contractor will maintain these documents throughout the event, and return the document to the County upon project completion. The Contractor shall be required to continuously update all collection vehicles' documents a Debris Contractor adds or deletes vehicles from collection fleet, or when measurement calculations are modified through the random verification process.
- D. DDM Monitors shall perform random volume capacity certifications on collection vehicles, and one every two weeks on all vehicles.
- E. When a DDM site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The site monitor should not sign or accept any partially completed information. Only 100 percent complete tickets will be paid by the County. Additionally, the site monitor shall, at a minimum, daily calibrate his or her debris removal vehicle load determination with the FEMA tower monitors. DDM site monitors are expected to provide accurate volume determination.
- F. The Contractor shall provide Citizen Storage Site monitoring for all incoming debris to County's designated Citizen Storage Site, ensure only HIGHLANDS County residents are using the facility, that all deliveries are documented, communicate to residents on proper handling and disposal practices, distribute informational flyers, report and document suspected commercial activity for investigation by Field Monitors and/or County personnel, notify residents that unsecured loads, protruding debris or other unsafe transport practices will

prohibit use of facility, and report safety or other hazardous situations to County.

- G. The Debris Monitor shall:
1. Classify debris by FEMA and County protocols
 2. Certify the completeness of all load tickets that enter into the DDM site.
 3. Document participation of residential use at each DDM site by date and report daily to County.
 4. Ensure all DDM site deliveries are documented with properly completed load tickets (this includes an incoming monitor to estimate the quantity of debris by cubic yards at the site, using County and FEMA protocols.
 5. Ensure only empty vehicles leave DDM site.
 6. Estimate the volume of loads on percentage basis of debris collection vehicles.
 7. Help direct traffic to proper locations.
 8. Monitor incoming debris to County's designated DDM and Citizen Storage.
 9. Monitor type of waste prior to entering DDM and Citizen Storage sites.
 10. Report safety or other hazardous situations to County.
 11. DDM exit tower monitor to ascertain trucks leaving site are empty.
 12. DDM site, randomly measure and verify truck capacity calculations.
- H. Disaster Debris Management (DDM) sites and Citizen Storage sites identified by the County may change from year to year. For this reason, it shall be the Contractor's responsibility to visit the County identified DDM and Citizen Storage sites no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance.

Section 1.09 RECOVERY SERVICES

The Debris Monitor shall have the ability to provide trained personnel in the following service areas:

- A. Ordinance analysis to determine the best legal method to remove debris from private property.
- B. Easement/Right of Entry administration and data-basing.
- C. Private property vegetative hazard removal monitoring.

- D. Private property demolition coordination and monitoring.

Section 1.10 OTHER RELATED SERVICES

Services not specifically identified in any contract derived from this request may be added to the contract upon consent of the contracting parties.

Section 1.11 REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Contractor shall work closely with the County and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor shall identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

- A. Environmental Permits – Asbestos/lead paint abatement, construction permit, demolition permit.
- B. Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators) stack-monitoring permit, fugitive emissions (dust) control permit.

Section 1.13 ASSESSMENT OF DEBRIS ACCUMULATION IN DRAINAGE CANALS

The Contractor shall assist the County in assessing and documenting the debris accumulation and damage in drainage canals, secondary ditches, water bodies and retention ponds maintained by the County and provide the County with GIS files and maps depicting canals requiring focused recovery.

Section 1.14 EVENT CLOSURE

The Contractor shall assist the County in preparing the final reports necessary for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.

The Contractor shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

Section 1.15 SCHEDULE

A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Fee Proposal Form herein. Should these services be required for a longer period, the Contractor shall prepare and submit a proposal for additional costs, consistent with the rates in the Fee Schedule Forms.

Section 1.16 PRIVATE WORK

The Contractor and any sub Contractors shall be prohibited from performing private work in Highlands County while actively engaged in delivering services under this contract. Neither the Prime Contractor nor any sub Contractor shall perform work for private citizens after normal operational hours during the course of their work under the contract. Exceptions are any existing private work contracts the Prime or sub Contractor may already have in place at the time of the Notice to Proceed.

Section 1.17 INVOICING

Invoices shall be submitted electronically in excel format, based on a sequential monthly calendar. Invoices shall include a cover page summary, and electronic spreadsheet itemized by position, title and individual name, total number of hours, based on contracted hourly rate and total. Invoices shall also include copies of all associated time cards for that time period.

Section 1.18 STAFFING

The Debris Monitor shall include in the response to the RFP a management plan that will outline how the Debris Monitor proposes to handle the services, staffing, and equipment necessary to meet the County's requirements as identified in this RFP.

The Debris Monitor shall within 24 hours of request for services, submit a list of personnel to be used for each contracted event. The list will include names, addresses, phone numbers, cell numbers, and driver's license numbers and job assignment areas. The Debris Monitor shall update the list daily for any changes such as additions or deletions of staff. Any changes in key personnel such as, but not limited to; Project Manager and/or Field Supervisors must be approved by the County in writing.

Debris Monitors may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the FEE SCHEDULE FORM.

Debris Monitors hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses. Office related expenses shall be limited to copying and printing.

--END OF SECTION--

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title to identify the enclosed Proposal.

(1) Each Proposal shall include one (1) original submittal and three (3) exact paper copies of the proposal submittal, and one exact electronic copies (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.

1. Electronic copies:

- a. No macros, audio-start media allowed.
 - b. PDF or Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided however, that confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- C. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration. Evaluation Score Sheet is provided in Section VIII of this RFP.
 - D. Following the evaluation of the Proposals, the committee will score the Proposers. The committee may make a recommendation for ranking at this meeting. At the discretion of the Evaluation Committee two or more Proposers may be shortlisted and asked to give a short presentation / interview as part of the selection and ranking process.
 - E. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. The Proposal should answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

TAB-A

-----**(No points)**

1. Proposal Submittal Form (required, see Section VIII of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, E-Verify Certification, and Local Preference Affidavit, if applicable.
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form that the firm holds)

The pages from Tab-A do not count toward the fifty (50) page allowance.

TAB-B

1. **Introduction of your Organization** (0 points)
 - a. Executive Overview (optional)
 - b. Statement of Qualifications
 - c. Index

2. **Project Understanding/Approach** (Maximum of 40 points)
 - a. Describe understanding of requested scope of Debris Monitoring Services.
 - b. Describe approach.
 - c. Provide a detailed operational plan, outlining the approach accomplishing the scope of services, to include debris methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the county, and experience and capabilities in documenting costs with employee time logs, and detailed overhead expense justification, (i.e. hotel receipts, rental agreements, equipment usage logs, mileage logs, per diem daily registers, etc.). Demonstrate that in all cases where a point-of-sale receipt of confirmation is provided, that it will be retained and submitted to the County. Provide a copy of proposer's internal training program. Provide under separate cover the Proposer's training manual.
 - d. Provide a comprehensive mobilization plan, identifying the firm's strategy to commence mobilization staging efforts form as early as 10 days prior to projected landfall to two weeks post-landfall to commence staffing efforts and securing office space, transportation and lodging.

- e. Provide a Quality Control Plan, detailing the firm's strategy to accomplish all responsibilities of the Quality Control Team.
- f. Provide a Technology Plan, inclusive of identification of the firm's data management system and GIS mapping capabilities for debris collection and reporting. Include workflow of ticket data through the data management system from input to reporting. Include a sample of the system generated electronic ticket and describe the process of transmittal of this information.
- g. Include a sample of cover summary page and invoice conforming to invoicing guidelines specified herein.
- h. Describe your firm's understanding of the truck certification process in accordance with FEMA's Debris Management Plan.
- i. Provide a list of all contracts your firm currently has with any government agencies within Florida.
- j. Describe your firm's ability to handle multiple contractual obligations in the event of a regional, statewide or national disaster involving a number of public entity clients under contract for similar support. Detail how your firm will ensure this contract is serviced as a priority client.
Confirm the firm's agreement to meet the minimum requirements of this Request for Proposals.

3. Ability of Personnel and Experience

(Maximum of 20 points)

- a. Identify the Project Manager, who shall be a full-time employee of Proposer, and provide a comprehensive resume documenting experience and expertise in debris removal, solid waste and hazardous waste management and disposal to include:
 - 1) Experience of the Project Manager or equivalent capacity managing hurricane debris monitoring for three (3) government entities each involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, email address, telephone numbers, dates of the contract and total debris volume in cubic yards.
 - 2) Describe Project Manager's knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- b. Identify each principal of the firm and other "key personnel" who will be associated with the County. Describe their respective areas of expertise; include their personalized resumes, which identify the qualifications, training and experience of each key personnel.
- c. Provide an organizational chart identifying the operational structure and reporting hierarchy. Include a listing of the project manager and

other key staff, by position, to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required services. Provide a listing of other positions that will be used in contract performance. Provide quantities for each position. Identify staff experience working with governmental entities and list those projects. Identify all staff designated as the firm's trainers, and detail specific experience performing this role.

- d. Provide a project team organizational chart and describe the level of involvement anticipated with County staff.
- e. Identify any proposed subcontractors (if any) by listing name, address, point of contact, telephone number and a description of the work that will be performed.
- f. Illustrate the organization as it relates to Debris Monitoring services.
- g. Indicate the general and specific related qualifications of the firm, their capability to provide indicated services, response time, including training and experience of all the proposed staff. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical, and support staff.
- h. Information describing company's technical capabilities.
- i. Equipment resources (company versus sub-contractor owned)
- j. List of sub-contractors.
- k. Past performance on contracts and other accomplishments.
- l. Local participation in Debris Monitors plan (provide a sub-contracting plan).
- m. Sample of sub-contracting contracts.
- n. Public announcements/notices, including specific date on proposed venues.

4. Relevant Firm Experience

(Maximum of 40 points)

- a. Provide a description and background history of the firm focusing on the following:
 - 1. Experience demonstrating expertise in disaster debris monitoring services.
 - 2. Documented knowledge and experience with Federal, State and local emergency agencies, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
 - 3. Experience demonstrating knowledge of environmental requirements.

4. Experience in all aspects of emergency management to include procurement, operations, planning, contract management, technology and accounting systems.
5. Documentation of location and resources available at operating office, to include:
 - i. Complete address of office location.
 - ii. Equipment – include any specialized equipment considered necessary for this service and other routine office equipment.
 - iii. List at least five (5) references for which the firm has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Two (2) of the references shall be from government entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers, dates of the contract and debris volume.
6. Comprehensive list of proposed equipment. Provide specific type and quantities. Delineate prime and subcontractor resources separately.
- b. Provide a Comprehensive management plan inclusive of the firm's policies and procedures library. The personnel policy shall specifically address disciplinary methodology for infractions, including but not limited to sexual harassment.
- c. Provide a listing of any contracts terminated for default in the last ten (10) years. Include a written explanation of the circumstance that resulted in the termination.
- d. Describe/staff training and experience (list all certifications).
- e. Provide example flow schematics from at least three (3) projects for a public safety organization of similar size or larger than Highlands County performed by your firm in the past three (3) years, in the State of Florida.
 - List and provide copies of the applicable certifications/licenses/credentials of the person designated in Tab B, section 3, above, and describe their experience for the service being proposed.

5. Current and Projected Workload/Schedule (Maximum of 10 points)

- a. Describe in-house capabilities of your company to provide Debris Monitoring, cost control, value of services, or other similar capabilities.
- b. Include current workload versus capacity of firm.
- c. Listing of all existing disaster related pre-event contracts.

6. References

(Maximum of 20 points)

The Proposer must provide a list of at least five (5) references of clients with a minimum of two (2) from governmental entities for hurricane debris monitoring experience involving a minimum of 500,000 cubic yards of debris for which the firm has performed similar work including the contract name, address, e-mail address, telephone number, scope or work, date of contract and debris volume in cubic yards. References may be from government entities. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the reference if he or she is no longer available at the applicable client.

7. Fee Schedule

(Maximum of 40 points)

Each proposer shall complete and submit the Fee Schedule included herein to be considered for award. Proposer should submit its fee proposal for all is services. **The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

8. Litigation History

(0 points)

Identify any litigation that the firm has been involved in over the last five (5) years with a description of the circumstances and the outcome.

TAB-C

-----**(No points)**

The Proposer may include additional material that the Proposer deems to be pertinent, but not specifically requested pursuant to this RFP. Please note that pages under Tab-C count toward the 50-page allowance. Material in this section cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

F. PRESENTATIONS *(If Requested by Committee)*

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. If the schedule changes, a two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Proposers should include the key personnel that will be responsible for the County contract and services. Following the presentation, if required, the shortlisted firms will be ranked.

-END OF SECTION-

SECTION VIII. PROPOSAL SUBMITTAL FORM (with Fee Schedule)

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION: RFP 20-016 – DISASTER DEBRIS MONITORING SERVICES

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

Duns Number

Proposal Submittal Form (cont.)

ACKNOWLEDGEMENT OF ADENDA In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged by placing the date and Addenda numbers reviewed in the boxes below):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

PROPOSED PRICE

Provide the cost for services, hourly rates and total cost for related hours for each position.

FEE SCHEDULE FORM RFP 20-016

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services and specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

The hourly rates shall include all costs, including but not limited, to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

Proposal Submittal Form (cont.)

LOT I: FEE SCHEDULE FORM, REQUIRED POSITIONS

ITEM	REQUIRED POSITIONS	HOURLY RATE	EST. HOURS*	TOTAL
1.	Project Manager	\$ _____	x 3,000	\$ _____
2.	Operations Manager	\$ _____	x 3,000	\$ _____
3.	FEMA Coordinator	\$ _____	x 2,000	\$ _____
4.	Scheduler/Expediter	\$ _____	x 500	\$ _____
5.	GIS Analyst	\$ _____	x 100	\$ _____
6.	Computer Analyst	\$ _____	x 100	\$ _____
7.	Field Supervisors	\$ _____	x 10,000	\$ _____
8.	Disaster Debris Management Site/Tower Monitors	\$ _____	x 20,000	\$ _____
9.	Environmental Specialist	\$ _____	x 250	\$ _____
10.	Project Inspectors (Citizen Site Monitors)	\$ _____	x 5,000	\$ _____
11.	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC	\$ _____	x 5,000	\$ _____
12.	Billing/Invoice Analysts	\$ _____	x 2,500	\$ _____
13.	Administrative Assistants	\$ _____	x 2,500	\$ _____
14.	Field Monitors/Field Debris Code Monitors	\$ _____	x 30,000	\$ _____

TOTAL ESTIMATED AMOUNT (Line Items 1 thru 14)

\$ _____

*These hours are intended to represent the actual contract amount, but are an estimated representation for a 3-year performance period. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

Proposal Form (cont.)

LOT II: FEE SCHEDULE FORM, ADDITIONAL POSITIONS

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE COUNTY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

<u>ADDITIONAL POSITIONS</u>	<u>HOURLY RATE</u>
15. _____	\$ _____
16. _____	\$ _____
17. _____	\$ _____
18. _____	\$ _____
19. _____	\$ _____
20. _____	\$ _____
21. _____	\$ _____
22. _____	\$ _____
23. _____	\$ _____
24. _____	\$ _____
25. _____	\$ _____
26. _____	\$ _____
27. _____	\$ _____
28. _____	\$ _____

Proposal Form (cont.)

SUBMITTED ON: _____, 20____.

SIGNATURE: _____ (seal)
Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

SECTION IX. SAMPLE EVALUATION SCORE SHEET

<u>CRITERIA FOR EVALUATION</u>	MAX. POINTS	<u>Score</u>
<u>B-1) Introduction of Organization</u>	0	
<u>B-2) Project Understanding/Technical Approach</u>	40	
<u>B-3) Ability of Personnel</u>	20	
<u>B-4) Relevant Firm Experience</u>	40	
<u>B-5) Current and Projected Workload</u>	10	
<u>B-6) References</u>	20	
<u>B-7) Fee Schedule</u>	40	
<u>B-8) Litigation History</u>	0	
<u>TOTAL</u>		

SECTION X. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer’s capabilities and qualifications according to Sections VI and VII of this RFP.

Failure to supply the required documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public, and records shall be maintained in accordance with the State of Florida’s records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators or County may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee’s recommendation.

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent scoring. Based on the score, the committee may rank the Proposers.
- B. After review of the Proposals, at the discretion of the Evaluation Committee presentations may be requested. Based on preliminary scores, the top ranked firms will be shortlisted and some Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. The Contract will be awarded to one (1) Proposer.

SECTION XI. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract, including the incorporated business associate agreement, will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

SECTION XIII. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or

other consideration contingent upon or resulting from the award or making of a contract with the County.

SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
February 15, 2020		First Advertisement
February 22, 2020		Second Advertisement
March 2, 2020	5:00 P.M.	Deadline to submit questions (RFI's)
March 6, 2020	5:00 P.M.	Deadline to release responses by County to RFI's
March 5, 2020	3:30 P.M.	Proposal due date
March 19, 2020	9:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
April 2, 2020	8:30 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
April 10, 2020		Anticipated award date
April 21, 2020		Anticipated contract consideration by the Board,

Dates are subject to changes

SECTION XV. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

Chris Davis
Highlands County Purchasing Department
600 S. Commerce Ave., Sebring, FL 33870-3809
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org

SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on March 2, 2020, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on March 6, 2020.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

CONTRACT

This Contract (“Contract”) is made _____, 2020, by and between Highlands County, a political subdivision of the State of Florida (“County”) and _____ (“Contractor”). In consideration of the mutual covenants to be performed by the parties pursuant to this Contract, each party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF SERVICES

Contractor hereby agrees to provide the County with the disaster debris monitoring services described in the Highlands County Board of County Commissioners’ (“Board”) RFP 20-016 attached hereto and included herein as Exhibit A (the “Services”) pursuant to the Contractor’s Proposal, which includes pricing and compensation, attached hereto and incorporated herein as Exhibit B. Contractor shall report to _____ (“Project Manager”) or his/her designee on all requirements of this Contract.

In the event of a conflict between the provisions in this Contract and the provisions on Contractor’s Proposal, the provisions in this Contract shall govern. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of, and approval by the Project Manager. Further, Contractor agrees not to publish or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM

This Contract shall be for a term of three (3) year beginning {Date}, and the parties shall have the option, by written instrument signed by both parties, to extend this Contract for two additional periods of one (1) years (the “Extended Term”). Contractor shall commence providing the Services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract. Contractor shall complete all Services as set forth in the RFP.

ARTICLE 3. FEE SCHEDULE

County shall pay Contractor for the services performed by Contractor pursuant to Task Orders issued pursuant to Article 1 of this Contract at the following rates:

Fee Schedule for Debris Monitoring Services:

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$
Operations Manager	\$
FEMA Coordinator	\$
Scheduler/Expediter	\$
GIS Analyst	\$
Computer Analyst	\$
Field Supervisor	\$

Disaster Debris Management Site/Tower Monitor	\$
Environmental Specialist	\$
Project Inspectors (Citizen Site Monitors)	\$
Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	\$
Billing/Invoice Analysts	\$
Administrative Assistants	\$
Field Monitors/Field Debris Code Monitors	\$

* for all aspects of the debris removal operations, including all activities at all loading, staging, and disposal sites, including, but not limited to, loading site monitors, debris management site monitors, field monitors, field collections monitors, disaster debris monitoring site monitors, and citizen drop off site monitors.

Those hourly rates are fully burdened and include all overhead, labor, equipment, materials, travel time and travel related expenses, including, but not limited to, transportation costs, meal costs and allowances, lodging, per diem, and other out of pocket expenses, and all other direct and indirect non-labor costs and charges.

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit monthly invoices, plus any reimbursable costs pre-approved, in writing, by the Project Manager that are incurred in the period covered by the invoice. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County’s Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month.

For example: If the start date specified in the Purchase Order is November 5, 2019, then the first invoice to be submitted in December of 2019 will be for the period ending November 30, 2019, and an invoice will be submitted each month thereafter for the period ending on the third day of that month, unless earlier terminated.

Invoices shall be submitted in sufficient detail to ensure compliance with this Contract, to the Project Manager, who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Board’s Prompt Payment Policy and Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract shall at all times, and in all places, be subject to Contractor’s direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects Contractor’s relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person in its response to Tab B of the Board's RFP 20-016, or any County approved replacement of such person in Tab B, without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B of the RFP or any County approved replacement ceases to provide services pursuant to this Contract.

Contractor shall maintain sufficient staff to perform the Services. Contractor shall remove any person from performing Services upon a determination by the County that such person is or has been careless, incompetent, insubordinate, reasonably objectionable, or whose continued presence on the job is deemed to be contrary to the best interest of Highlands County. Any personnel of Contractor who is charged with or is being prosecuted for a felony will be considered reasonably objectionable. Contractor warrants and represents that it has the right and power to fulfill its obligations under this Article.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 9. INSURANCE

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) *Workers' Compensation.* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

(b) *Commercial General Liability.* Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) *Commercial Auto Liability Insurance.* Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) *Professional Liability / Errors and Omissions Insurance.* Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Agreement and encompass the term of any Sales Order. The coverage shall be renewed or include a "tail" or discovery, or continuance renewal of coverage for a period of three (3) years following the termination of this Agreement or any Sales Order.

9.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery thirty (30) days prior to giving or within three (3) days after

receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A-Excellent: (FSC) VII.

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

ARTICLE 11. LAWS AND REGULATIONS

Contractor shall comply with all laws and regulations applicable to providing the Services, materials, and equipment specified in this Contract, including, but not limited to, Health Insurance Portability and Affordability Act (HIPAA), State of Florida privacy laws, and the Florida Consumer Collection Practices Act. Contractor shall comply with all federal, state, and local laws that may affect the Services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, PERMITS AND FEES

Contractor shall hold all licenses, certifications, and required registrations and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform work under this Contract shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor resulting from Contractor's failure to obtain and maintain required licenses, certifications, or registrations shall be borne by Contractor. All fees, permits, certifications,

licenses, and registrations are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 28 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. WORK PRODUCT

Research, data collection, and preparation of Services and other related work product developed by Contractor under this Contract shall become the property of County without restrictions or limitations and shall be made available to County at any time upon its request.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTORS

Contractor agrees that no subcontractors may be used pursuant to this Contract without prior written consent of the Project Manager. If subcontractors are permitted, Contractor shall require the subcontractor be bound by the terms and conditions of this Contract. Contractor shall be solely responsible to pay its subcontractors. Contractor remains responsible for all its obligations under this Contract. County may withdraw consent for Contractor’s use of sub Contractors at any time.

ARTICLE 18. PROJECT MANAGER

The County hereby designates the person having the following position as the Board’s Project Manager for this Contract. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

Project Manager: _____

The Contractor's primary contact person for Services performed pursuant to this Contract shall be:

_____, Telephone: _____, E-mail: _____

Contractor shall provide County with immediate notice if there is a change to the Contractor's primary contact person.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
501 South Commerce Ave.
Sebring, FL 33870

Attn: _____

To Contractor:

Attn: _____

ARTICLE 20. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 21. BANKRUPTCY

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 22. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 23. WAIVER

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

ARTICLE 24. COMPLAINTS

Complaints against the Contractor in connection with the Contractor's performance of Services shall

be processed through the Highlands County Purchasing Department (“Purchasing Department”) with input from the County’s Engineering Department. It is the County’s intention that complaints will be addressed within five business days from receipt. The County will provide Contractor with written notice of a received complaint. Contractor shall provide a written response to the complaint to the Purchasing Department Manager within forty-eight (48) hours or as otherwise provided in the County’s notice. Contractor’s written response shall provide details of corrective action that has been or will be taken with respect to the complaint. Contractor’s failure to timely respond to the County’s notice or Contractor’s failure to properly resolve complaints within the time provided by the Purchasing Department Manager may result in cancellation of this Contract.

ARTICLE 25. DISPUTE RESOLUTION. The Parties will use the following procedure to address any dispute arising under this Contract (a "Dispute").

A. Negotiation.

(a) *Notice of claims or disputes.* All claims or disputes (hereinafter generally referred to as “contract claim(s)”) by Contractor against the County relating to this Contract, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the County’s purchasing manager for initial informal review and determination.

(b) *Requested information.* During the initial review stage provided for in subsection (1) above, Contractor shall supply any additional information requested by the County’s purchasing manager within the time period set forth in the request. Failure of Contractor to comply may result in resolution of the claim without consideration of any information which is untimely-filed pursuant to such request.

(c) *Authority of the purchasing manager to resolve formal contract claims.* The purchasing manager is authorized to resolve any claim arising out of the performance of this Contract at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on the approval of the County Administrator or the Highlands County Board of County Commissioners.

(d) *Notice to Contractor of the purchasing manager’s decision.* The written decision of the purchasing manager pertaining to Contractor’s formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, at the notice address listed on the contract claim.

(e) *Adverse decision.* If an adverse decision on the Contractor’s formal contract claim has been rendered by the County’s purchasing manager, the notice of decision shall inform the Contractor of the right to request mediation.

(f) *Finality of purchasing manager’s decision.* The purchasing manager’s decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, Contractor files a written request for mediation.

25.2 **Mediation.** The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the

required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida. Each party will bear its own costs of mediation, but the parties will equally share the cost of the mediator.

- 25.3 **Litigation, Venue, and Jurisdiction.** If a contract claim remains unresolved for sixty (60) days after receipt of the Notice of Mediation, the County may terminate this Contract in accordance with Article 27.1 or either party may then submit the contract claim to a court of competent jurisdiction in in Highlands County, State of Florida. Each party irrevocably agrees to submit to the exclusive jurisdiction of the court over any claim or matter arising under or in connection with this Contract. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Contract shall lie exclusively in a state court of appropriate jurisdiction in Highlands County, Florida. The use of these dispute resolution procedures shall not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

ARTICLE 26. FAILURE TOPERFORM

The Contractor shall be prepared to start providing services within fourteen (14) days after execution of this Contract by Contractor and County. Failure to complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply service, the County may use the services provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

ARTICLE 27. TERMINATION

- 27.1 **County May Terminate For Convenience.** Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for completed Services rendered by Contractor in accordance with the Contract prior to the effective date of termination where such Services are completed to the satisfaction and approval by the County. Contractor shall not be paid for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

- 27.2 Except as specified above, this Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of termination, the County shall only be responsible for payment to Contractor based upon Services satisfactorily completed up to the date of termination.

ARTICLE 28. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Project Manager.

ARTICLE 29. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (EEO) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 30. INVALID OR UNENFORCEABLE PROVISION

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 31. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 32. MISCELLANEOUS PROVISIONS

- 32.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 32.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 32.3 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and, officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 32.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Services.

32.5 Contractor shall report the status of performance of the Services to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Services open to the inspection of County and its authorized agents at any time.

ARTICLE 33. EMPLOYMENT ELIGIBILITY VERIFICATION

33.1 Definitions. As used in this Article.

- (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii Does not perform any substantial duties applicable to the Contract.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

33.2 Enrollment and verification requirements.

- (a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - i. All new employees.
 - (A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
- (b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security

or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

- 33.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.
- 33.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.
- 33.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 34. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has 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 if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 35. PUBLIC RECORDS COMPLIANCE

If by providing services to County pursuant to this Contract Contractor is a Contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 Upon request of 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 the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 35.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 35.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of

public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: HCBCCreords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue Sebring, FL 33870**

ARTICLE 36. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both parties.

ARTICLE 37. ADDITIONAL CERTIFICATIONS

37.1 By signing this contract, Contractor certifies that neither it nor any of its personnel are on the Exclusion List maintained by the Office of the Inspector General (OIG). Contractor shall check their employees, contractors, and all other personnel against OIG Exclusions List monthly and shall report those findings to the Project Manager. Further, Contractor represents and warrants that as of the date of its signing of this Contract, neither it nor any of its employees are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Contractor additionally represents that no final adverse action by the federal or state government has occurred or is pending or threatened against it, its affiliates, or, to its knowledge, against any employee or agent engaged to provide Services under this Contract. Contractor also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, Contractor will promptly notify the County. County retains the right to terminate or modify this Agreement in the event of Contractor's exclusion from a federal or state health care program. By signing this contract, Contractor certifies that it has the authority to comply with this paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:

HIGHLANDS COUNTY, a political
subdivision of the State of Florida
By its Board of County Commissioners

By: _____
Robert W. Germaine, Clerk

By: _____
William R. Handley, Chairman

ATTEST:

By: _____
Print Name: _____
Print Title: _____

CONTRACTOR:

_____, a _____ corporation

By: _____
Print Name: _____
Print Title: _____

EXHIBIT A

FEDERAL CONTRACT COMPLIANCE REQUIREMENTS
(In addition to the **General Conditions**)

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, the Contractor, Subcontractor, subrecipient (all referred to as CONTRACTOR below) shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.*
2. *CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
3. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
4. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
5. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
6. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
7. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
8. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is*

threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

This regulation is not applicable for debris removal. For construction this is applicable to the Prime Contractor, Subcontractor and Subrecipients for construction contracts in excess of \$2,000. All Contractors, Subcontractors or Subrecipients shall pay wages to laborers and mechanics at a rate not less than those in the latest Dept of Labor Regulations Wage Rate Table(s) as made by the Secretary of Labor as specified in the Davis-Bacon Act (40 U.S.C. 3141-3148). CONTRACTOR shall pay wages not less than once per week. For a definition of "construction" see 48 CFR 2.101.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Not applicable to this Contract; applicable only for construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

1. *CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
2. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.*
3. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

(Not applicable to this Contract.) If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR 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 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirement include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS

- a. Highlands County may be receiving federal funding through Federal Emergency Management Agency (FEMA) for the services solicited in the Request for Proposals (RFP). Accordingly, Orange County’s M/WBE ordinance and program do not apply to this solicitation.

- b. Among the many federal funding requirements, 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) mandates that the Prime Contractor partakes in five “affirmative steps” designed to ensure that small and minority- owned, women-owned business enterprises, and labor surplus area firms have been, and for the duration of the project continue to be, afforded subcontracting opportunities. These affirmative steps are:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- c. In order to adequately document that the proposer has fulfilled this requirement, the proposer shall complete the provided “Affidavit of Compliance with 2 CFR§200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements”. The affidavit shall be notarized for this bid to be responsive.
- d. The proposer shall also attach to the affidavit documentation evidencing that affirmative steps 1 – 3 above were taken in the preparation and submission of this bid. Such evidence shall include:
1. Copies of announcements/postings in newspapers, emails, web-postings, or other media for specific contracting/subcontracting opportunities that target small and minority businesses and women’s business enterprises;
 2. Copies of announcements/postings of contracting/subcontracting opportunities in trade publications, minority, or women’s media that target small and minority businesses and women’s business enterprises.
 3. Documentation of sources used to identify potential small and minority businesses and women’s business enterprises. A suggestion would be searching through the SBA’s Dynamic Small Business directory at the following internet address: <http://dsbs.sba.gov> to search for registered minority and small businesses.

- e. **Failure to submit an executed and notarized “Affidavit of Compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) Requirements” and to attach the documents requested in subsection 3.D. to that affidavit may necessitate the bid being rejected as nonresponsive.**
- f. The awarded contractor will be monitored by the County for continued compliance with 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds). The ability for that awarded contractor to be awarded federally funded contracts in the future may be jeopardized should that awarded contractor fail to comply with the intent and spirit of 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds).
- g. If you have additional questions pertaining to this requirement contact the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I))

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY’s request.

L. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By submission of a proposal, Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Respondent shall submit the Federal Debarment Certification Form demonstrating compliance.

SECTION XVIII. LOCAL COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 20-016**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____

and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

RFP 20-016

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of 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 guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of _____

the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On _____ day of _____, 20_____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20_____.

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

RFP 20-016

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to
as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list
by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-20-016

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the **HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-016**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

SECTION XIX - Federal Compliance Required Forms

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding \$100,000)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **“Byrd Anti-Lobbying Amendment.”**

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date